

ORIGINAL  
FILED

AUG 24 2007

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

SEYFARTH SHAW LLP  
Dana L. Peterson (State Bar No. 178499)  
Andrew M. McNaught (State Bar No. 209093)  
560 Mission Street, Suite 3100  
San Francisco, California 94105  
Telephone: (415) 397-2823  
Facsimile: (415) 397-8549

Attorneys for Defendants KAISER FOUNDATION HOSPITALS,  
GEORGE HALVORSON, BETTIE COLES, RICHARD SIMMS,  
PATRICIA HERNANDEZ, BRENDA ROBERTSON (erroneously sued as Brenda "Robinson"),  
EARLENE PERSON, and YOLANDA CHAVEZ

E-filing EDL

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

MARCELLA TRAN,

Plaintiff,

vs.

GEORGE HALVORSON, CEO/CHAIRMAN,  
KAISER FOUNDATION HOSPITALS,  
BETTIE COLES, RICHARD SIMMS;  
PATRICIA HERNANDEZ; BRENDA  
ROBINSON, MILTON AQUINO; EARLENE  
PERSON, YOLANDA CHAVEZ; SAL  
CURSIO and DOES 1 through 20, Inclusive,

Defendants.

C 07 4384

USDC Case No. Superior Court of County of Alameda Case  
No. HG 07329049

**DEFENDANTS' NOTICE OF  
REMOVAL OF CIVIL ACTION TO  
UNITED STATES DISTRICT COURT**

**TO THE UNITED STATES DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF CALIFORNIA:**

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1441(a) and (b) and 1446,  
defendants KAISER FOUNDATION HOSPITALS, GEORGE HALVORSON, BETTIE  
COLES, RICHARD SIMMS, PATRICIA HERNANDEZ, BRENDA ROBERTSON, EARLENE  
PERSON, and YOLANDA CHAVEZ ("Defendants") hereby remove the above-captioned action  
from the Superior Court of California in and for the County of Alameda to the United States  
District Court for the Northern District of California.

1           1.       **JURISDICTION**       This Court has original jurisdiction over this action under  
2 28 U.S.C. § 1331 because the action arises under the laws of the United States of America. In  
3 support of this removal, Defendants make the following showing.

4           2.       Defendants are informed and believe that on or about June 4, 2007, plaintiff  
5 MARCELLA TRAN ("Plaintiff") filed a Complaint for Damages ("Complaint") in the Superior  
6 Court of California in and for the County of Alameda, titled "MARCELLA TRAN v. GEORGE  
7 HALVORSON, CEO/CHAIRMAN, KAISER PERMANENTE (OAKLAND); BETTIE COLES,  
8 RICHARD SIMMS, PATRICIA HERNANDEZ, BRENDA ROBINSON, MILTON AQUINO  
9 EARLENE PERSON, YOLANDA CHAVEZ, SAL CURSIO and DOES 1 to 20, inclusive,"  
10 Case No. HG 07329049. The Complaint purports to allege causes of action for (1) Employment  
11 Discrimination under the California Fair Employment & Housing Act ("FEHA") based on Race,  
12 National Origin, Age, and Physical Disability; (2) "Common Law" Employment Discrimination;  
13 (3) Retaliation under the FEHA; (4) "Common Law" Retaliation; (5) Breach of Contract; (6)  
14 Breach of the Covenant of Good Faith and Fair Dealing; (7) Failure to Prevent Discrimination  
15 under the FEHA; (8) "Fraud and Deceit;" and (9) Harassment under the FEHA based on Race,  
16 National Origin, Gender, and Physical Disability.

17           3.       Defendants were served with the Complaint on July 25, 2007. Defendants Milton  
18 Aquino and Sal Cursio are not employees of defendant Kaiser Foundation Hospitals ("KFH")  
19 and have not been served with summons and the Complaint. This Notice of Removal is filed  
20 within 30 days of service of the Complaint on Defendants. Thus, removal is timely pursuant to  
21 28 U.S.C. § 1446(b) and Federal Rule of Civil Procedure 6(a). *See also Murphy Bros., Inc. v.*  
22 *Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 354-56 (1999) (removal is timely if made within 30  
23 days after complaint is served on defendant). Copies of all process, pleadings, notices and orders  
24 served upon Defendants in this action, including the Complaint, are attached hereto as Exhibit A.

25           4.       This is a civil action of which this Court has original jurisdiction pursuant to 28  
26 U.S.C. § 1331, and is one which may be removed to this Court by Defendants pursuant to 28  
27 U.S.C. § 1441(a) and (b), in that it is a civil action which arises under the laws of the United  
28 States of America.

5. Plaintiff's claims arise out of her employment with, and termination from, KFH as a janitor at a KFH facility in Oakland. Plaintiff had a number of documented poor performance issues, culminating with her physical assault on a fellow KFH employee where Plaintiff slapped her in the face in a KFH pharmacy on June 9, 2005 during a fight. The incident was reported to and documented by Kaiser Security, as well as the Oakland Police Department, both of whom responded to the scene. KFH terminated Plaintiff's employment days later, on or about June 17, 2005. As a janitorial employee of KFH, Plaintiff was covered by a master collective bargaining agreement ("CBA") governing the terms and conditions of her employment. The agreement was entered into by Kaiser and Plaintiff's collective bargaining representative, Health Care Workers' Union, SEIU Local 250(the "Union"), a labor organization within the meaning of Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185 ("Section 301"). The CBA was in full force and effect during the time periods relevant to the Complaint and governed Plaintiff's employment with KFH. A Copy of the CBA is attached hereto as Exhibit B.

6. Plaintiff alleges statutory claims under the FEHA for Discrimination (Complaint, ¶¶ 14-21), Retaliation (Complaint, ¶¶ 25-28), Harassment (Complaint, ¶¶ 61-70), and Failure to Prevent discrimination (Complaint, ¶¶ 49-52). She also purports to allege "common law" public policy claims, sounding in tort, for Discrimination (Complaint, ¶¶ 22-24) and Retaliation (¶¶ 29-31). She alleges another tort claim for "Fraud and Deceit." (Complaint, ¶¶ 53-60). Lastly, Plaintiff alleges two contract claims, one for Breach of Contract (Complaint, ¶¶ 32-41), and one for Breach of the Covenant of Good Faith and Fair Dealing (Complaint, ¶¶ 42-48).

7. Plaintiff's claims are central to, inextricably intertwined with, and substantially dependent upon an interpretation of the terms of the CBA which governed her employment. Subsection (a) of Section 301 states:

Suits for **violation of contracts between an employer and a labor organization** representing employees in an industry affecting commerce as defined in this chapter, or between any such labor organizations, **may be brought in any district court of the United States having jurisdiction of the parties**, without respect to the amount in controversy or without regard to the citizenship of the parties. (Emphasis added.)



1 Therefore, her claims must necessarily require interpretation of the CBA. Because her lawsuit  
2 alleges a “violation of [a] contract[] between an employer and a labor organization,” this Court  
3 has original jurisdiction.

4 8. Plaintiff’s claims address, concern, and pertain directly to rights and obligations  
5 which arise from the CBA itself, and therefore cannot be evaluated without considering the  
6 provisions of the CBA. Hence, the claims arise under, and are preempted by, Section 301. *See,*  
7 *e.g., Allis-Chalmers Corp. v. Lueck*, 471 U.S. 202, 213 (1985)(where evaluation of state law  
8 claim is “inextricably intertwined” with the terms of a collective bargaining agreement, such  
9 claim actually arises under federal labor law and is preempted). The Court further noted that  
10 “the preemptive force of section 301 is so powerful that it displaces entirely any state cause of  
11 action for violation of a collective bargaining agreement . . . and any state claim whose outcome  
12 depends on analysis of the terms of the agreement.” *Id.* at 211; *Newberry v. Pacific Racing*  
13 *Association*, 854 F.2d 1142, 1146 (9th Cir. 1988); *see also Voorhees v. Naper Aero Club, Inc.*,  
14 272 F.3d 398, 403 (7th Cir. 2001) (noting that Section 301 is one of “only two areas in which the  
15 Supreme Court has found that Congress intended completely to replace state law with federal  
16 law for purposes of federal jurisdiction.”)

17 9. In support of her FEHA claim for discrimination, Plaintiff alleges that “Plaintiff  
18 was wrongfully terminated on June 17, 2005, however, she filed a petition of grievance and the  
19 hearings were dragged out until a final refusal to arbitrate [by her union] on August 1, 2006.”  
20 (Complaint, ¶ 17, p. 4). Later in the same long paragraph, she alleges that she “later found out  
21 that employees were allowed to bid for [transfers to] different areas, and that different areas were  
22 being given to other employees with less seniority [under the CBA].” (Complaint, ¶ 17, p. 8).  
23 Plaintiff alleges (still in ¶ 17) on pages 9-11 of the Complaint that she had difficulty with her  
24 Shop Steward, defendant Person, regarding her termination grievance, and that defendants  
25 Simms and Robertson attended the initial hearing on her termination grievance, but then did not  
26 involve themselves further.

27 10. In support of her Fifth and Sixth Claims for Breach of Contract, Plaintiff alleges  
28 that “there existed an express and implied-in-fact employment contract between Plaintiff and

1 defendants Kaiser, Coles, Simms, Hernandez, Robinson, Aquino, Person, Chavez and Cursio<sup>1</sup>  
2 which included, but was not limited to, the following terms and conditions....” (Complaint, ¶  
3 34). Plaintiff goes on to enumerate one of those terms and conditions as being that she “would  
4 not be demoted, discharged, or otherwise disciplined for other than good cause....” (Complaint,  
5 ¶ 34 (C).) Plaintiff further alleges that the above-named defendants “breached the  
6 aforementioned total employment contract by arbitrarily evaluating Plaintiff, denying her the  
7 opportunity to respond to grievances, and discharging Plaintiff without regard to or in  
8 compliance with the requirements of the aforesaid agreement.” (Complaint, ¶ 39).

9 11. Plaintiff’s Complaint includes claims that are not just substantially dependent  
10 upon or inextricably intertwined with an interpretation of the CBA between Defendants and  
11 Plaintiff’s union. They instead are wholly dependent on the promises and “rights and privileges”  
12 contained in that CBA. Whether Plaintiff’s termination was discriminatory, or supported by  
13 good cause as defined by the CBA, relies on an interpretation of the CBA. So does resolution of  
14 Plaintiff’s contract claims. Indeed, she purports to assert those claims not only against Kaiser  
15 defendants, but also against defendant Cursio, who was employed by the union as a  
16 representative for Plaintiff. In order to evaluate these claims, and others in the Complaint  
17 regarding the terms and conditions of Plaintiff’s employment, the Court must *directly* assess and  
18 interpret the rights Plaintiff claims she has in the CBA between her former employer and her  
19 union. These are causes of action, in other words, that arise from her alleged “contractual”  
20 relationship with the Defendants, and the exclusive remedy for a unionized employee such as  
21 Plaintiff for such claims is through Section 301.

22 12. Plaintiff’s tort claims for “common law” discrimination (Complaint ¶¶ 22-24),  
23 “common law” Retaliation (¶¶ 29-31), and “Fraud and Deceit,” (Complaint, ¶¶ 53-60), also  
24 depend on an interpretation of the promises she allegedly had been made within her “contractual  
25 relationship.” These too are at least substantially dependent on the terms of the CBA, or  
26 inextricably intertwined with them. What a plaintiff chooses to call her claim does not matter. If

27 <sup>1</sup> Cursio was Plaintiff’s union representative, who was employed by the union, not by KFH. Other  
28 removing defendants, Person and Chavez, are KFH employees, but are also union shop stewards.  
Plaintiff’s allegations against them clearly implicate rights and responsibilities under the CBA.

1 she bases her state law claim on a CBA, or a determination of her claim is substantially  
2 dependent on or inextricably intertwined with the terms of a CBA, it is preempted. Thus, causes  
3 of action for "common law" discrimination and retaliation or "fraud and deceit" that all flow  
4 from an allegedly "wrongful" discharge are preempted if the wrongfulness of the discharge  
5 requires, as it does here, interpretation of the CBA. See *Andrews v. Louisville & Nashville R.R.*  
6 *Co.*, 406 U.S. 320, 323-324 (1972), and *Stallcop v. Kaiser Found. Hosps.*, 820 F.2d 1044, 1049  
7 (9th Cir. 1987). It is well-settled that Federal labor law preempts common law tort claims  
8 requiring interpretation of a CBA. See e.g., *Stikes v. Chevron U.S.A., Inc.*, 914 F.2d 1265, 1268-  
9 71 (9th Cir. 1990); *Chmiel v. Beverly Wilshire Hotel Co.*, 873 F.2d 1283, 1287 (9th Cir. 1989).

10 13. Because Plaintiff's claims are partially pled in terms of state law but in fact  
11 require interpretation of the CBA, the Court must recharacterize them as arising under Section  
12 301. Plaintiff may not conceal the federal character of her claims by "artfully pleading" them in  
13 state law terms. See, e.g., *Allis-Chalmers Corp.*, 471 U.S. at 210-11; *Young v. Anthony's Fish*  
14 *Grottos, Inc.*, 830 F.2d 993, 999 (9th Cir. 1987) ("[t]he key to determining the scope of  
15 preemption is not how the complaint is cast, but whether the claims can be resolved only by  
16 referring to the terms of the collective bargaining agreement"). As Plaintiff's claims arise under  
17 federal labor law, which preempts any collateral state law claims based on the same facts, this  
18 Court has original jurisdiction of this action pursuant to 28 U.S.C. § 1331, and removal is proper  
19 under 28 U.S.C. §§ 1441 and 1446. *Paige v. Henry J. Kaiser Co.*, 826 F.2d 857, 861 (9th Cir.  
20 1987); *Newberry*, 854 F.2d at 1146.

21 14. Even if this Court determines that as few as one of Plaintiff's claims is preempted  
22 by Section 301, Plaintiff's remaining claims are still within this Court's supplemental  
23 jurisdiction, pursuant to 28 U.S.C. § 1367(a), as they relate to and emanate from the same facts  
24 and transactions underlying Plaintiff's preempted claim(s), thus forming part of the same "case  
25 or controversy." See, e.g., *Jackson v. Southern Cal. Gas Co.*, 881 F.2d 638, 642 (9th Cir. 1989);  
26 *Nishimoto v. Federman-Bachrach & Associates*, 903 F.2d 709 (9th Cir. 1990) (removal is proper  
27 even where state law claims also exist). Accordingly, by virtue of 28 U.S.C. § 1441, Defendants  
28 are entitled to remove all of Plaintiff's claims to this Court.

1           15.     **VENUE/INTRADISTRICT ASSIGNMENT:** Venue lies in the United States  
2 District Court for the Northern District of California pursuant to 28 U.S.C. § 1441(a) because the  
3 state court action was filed in this District. Pursuant to Civil Local Rule 3-2(c) and (d), this case  
4 should be assigned to the San Francisco or Oakland Division of this Court, as a substantial part  
5 of the alleged events giving rise to the case are alleged to have occurred in the County of  
6 Alameda. (Complaint, ¶¶ 3, 17).

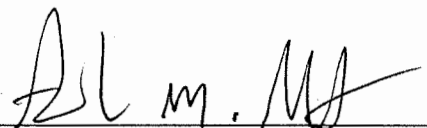
7           16.     All defendants who have been served in this case join in this removal, and they all  
8 are represented by the undersigned counsel.

9           17.     Defendants will give notice of the filing of this Notice of Removal to Plaintiff and  
10 to the Clerk of the Superior Court of California in and for the County of Alameda.

11           WHEREFORE, Defendants pray that this civil action be removed from the Superior  
12 Court of California in and for the County of Alameda to this Court.

13  
14  
15 DATED: August 24, 2007

SEYFARTH SHAW LLP

16  
17 By   
18 Dana L. Peterson  
Andrew M. McNaught

19 Attorneys for Defendants  
20 KAISER FOUNDATION HOSPITALS,  
21 GEORGE HALVORSON, BETTIE  
22 COLES, RICHARD SIMMS, PATRICIA  
23 HERNANDEZ, BRENDA ROBERTSON,  
24 EARLENE PERSON, and YOLANDA  
25 CHAVEZ  
26

27 SF1 28299749.1 / 23815-000001  
28

# EXHIBIT A



**SUMMONS**  
**(CITACION JUDICIAL)**

SUM-100

**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

George Halvorson, CEO/Chairman, Kaiser Permanente (Oakland); Bettie Coles; Richard Simms; Patricia Hernandez; Brenda Robinson; Milton Aquino; Earlene Person; Yolanda Chavez; Sal Cursio and Does 1 through 20, Inclusive.

**RECEIVED**

JUL 25 2007

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Marcella Tran

LEGAL DEPARTMENT

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

ENDORSED  
FILED  
ALAMEDA COUNTY

JUN 04 2007

CLERK OF THE SUPERIOR COURT  
By ORPHA CHAGOLLA Deputy

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.*

The name and address of the court is:

(El nombre y dirección de la corte es):  
Superior Court of Alameda  
Hayward Court of Justice  
24405 Amador Street  
Hayward, CA 94544

CASE NUMBER:  
(Número del Caso):

**HG 07329049**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Charles J. Katz, Esq. (SBN68459) (650) 692-2900  
Law Offices of Charles J. Katz  
475 El Camino Real, Suite 300  
Millbrae, CA 94030

DATE: JUN 04 2007

(Fecha)

**PAT SWEETEN**  
**EXECUTIVE OFFICER/CLERK**  
(Secretario)

**ORPHA CHAGOLLA** Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **Kaiser Foundation Hospital**

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

4. ☒ other (specify): **Business Organization Form Unknown**
4. ☐ by personal delivery on (date): **7/15/07**

Page 1 of 1

**CHARLES J. KATZ, ESQ., SBN 68459**

475 El Camino Real, Suite 300

Millbrae, CA 94030

Telephone: (650) 692-4100/Facsimile: (650) 692-2900

**ELLADENE LEE KATZ, ESQ., SBN 81021**

327 North San Mateo Drive, Suite 9

P.O. Box 517

San Mateo, CA 94401

Telephone: (650) 348-8078/ Facsimile: (650) 348-8073

ENDORSED  
FILED  
ALAMEDA COUNTY

JUN 04 2007

CLERK OF THE SUPERIOR COURT

By ORPHA CHAGOLLA  
Deputy

Attorneys for Plaintiff

**Marcella Tran**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA

**Marcella Tran**

Plaintiff

vs.

Case No. **HG 07329049**

COMPLAINT  
FOR EQUITABLE RELIEF AND  
DAMAGES

**George Halvorson, CEO/  
Chairman, Kaiser Permanente;  
Kaiser Permanente (Oakland);  
Bettie Coles; Richard Simms;  
Patricia Hernandez; Brenda  
Robinson; Milton Aquino;  
Earlene Person; Yolanda  
Chavez; Sal Cursio and  
Does 1 through 20, Inclusive**

Defendants.

1. Employment Discrimination -  
Cal. Gov't Code Section 12940
2. Employment Discrimination Common Law
3. Employment Discrimination -Retaliation-  
Cal.Gov'tCode, Section 12940(f)
4. Employment Discrimination- Retaliation-  
Common Law
5. Breach of Contract
6. Breach of Covenant of Good Faith and Fair  
Dealing
7. Failure to Prevent Discrimination-  
Cal. Gov't Code Section 12940
8. Fraud and Deceit
9. Harassment - Cal.Gov'tCodeSection 12940

**JURY TRIAL DEMANDED**

Plaintiff alleges:

COMPLAINT FOR EQUITABLE RELIEF  
AND DAMAGES: MARCELLA TRAN

1.

PRELIMINARY STATEMENTS

1  
2           1. The true names and capacities, whether individual, corporate, associate, or  
3 otherwise, of defendants, DOES 1 to 20, inclusive, are unknown to Plaintiff, who  
4 therefore sues said Defendants by such fictitious names. Plaintiff is informed and  
5 believes and on such information and belief alleges, that each of the Defendants  
6 designated herein as a DOE is negligently or otherwise responsible in some manner for  
7 the events and happenings herein referred to, and caused injury and damages  
8 proximately thereby to the Plaintiff, as herein alleged.  
9

10  
11           2. At all times herein mentioned, each of the Defendants was the servant,  
12 agent, co-conspirator, and/or employee of each of the remaining Defendants, and was  
13 acting within the scope and course of his agency and employment, and/or pursuant to  
14 conspiracy.  
15

16           3. Plaintiff Marcella Tran is a 54 year old Asian female (hereinafter referred to  
17 as "Plaintiff"), who has been employed by Kaiser Permanente (Oakland) (hereinafter  
18 referred to as Defendant Kaiser since on or about October of 1997, as a Janitor.  
19

20           4. Defendant, **Kaiser** was at all times pertinent hereto a private corporation,  
21 which at all times relevant hereto was organized and existed under and by virtue of  
22 the laws of the State of California, qualified to do business in California with its  
23 principal place of business in Oakland, California.  
24

25           5. Defendant, **George Halvorson** (hereinafter referred to as "Halvorson") at  
26 all times pertinent hereto, was the CEO/Chairman of Defendant, Kaiser.  
27  
28

1           6. Defendant, **Bettie Coles** (hereinafter referred to as "Coles") at all times  
2           pertinent hereto, was the Senior Vice President/Area Manager of Defendant, Kaiser.

3           7. Defendant, **Richard Simms** (hereinafter referred to as "Simms") at all  
4           times pertinent hereto, was the Human Resources Director of Defendant, Kaiser.

5           8. Defendant, **Patricia Hernandez** (hereinafter referred to as "Hernandez") at  
6           all times pertinent hereto, was a Supervisor of Defendant, Kaiser.

7           9. Defendant, **Brenda Robinson** (hereinafter referred to as "Robinson") at  
8           all times pertinent hereto, was a Manager of Defendant, Kaiser.

9           10. Defendant, **Milton Aquino** (hereinafter referred to as "Aquino") at  
10           all times pertinent hereto, was a Manager of Defendant, Kaiser.

11           11. Defendant, **Earlene Person** (hereinafter referred to as "Person") at  
12           all times pertinent hereto, was a LVN of Defendant, Kaiser.

13           12. Defendant, **Yolanda Chaves** (hereinafter referred to as "Chaves") at  
14           all times pertinent hereto, was a LVN/Shop Steward of Defendant, Kaiser.

15           13. Defendant, **Sal Cursio** (hereinafter referred to as "Cursio") at  
16           all times pertinent hereto, was a Union Representative of Defendant, Kaiser.

17           ///

18           ///

19           ///

20           ///

21           ///

22           ///

23           ///

24           ///



**FIRST CAUSE OF ACTION**  
**(Employment Discrimination -**  
**Cal. Gov't Code Section 12940 -**  
**Race, National Origin, Age and Physical Disability**  
**(Against all Defendants)**

14. Plaintiff refers to and incorporates herein by reference Paragraphs 1 through 13 of the Preliminary Statements as though fully set forth herein at length.

15. Plaintiff was at all times material hereto an employee covered by Cal. Gov't Code Section 12940 prohibiting discrimination in employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation.

16. Defendant, Kaiser was and is at all times material hereto an employer within the meaning of Cal. Gov't Code Section 12926 and, as such, barred from discriminating in employment decisions on the basis of **race, national origin, age and physical disability** as set forth in Cal. Gov't Code Section 12940.

17. Defendants have discriminated against Plaintiff on the basis of **race, national origin, age and physical disability** in violation of Cal. Gov't Code Section 12940 by engaging in the following course of conduct: Plaintiff was wrongfully terminated on June 17, 2005, however, she filed a petition of grievance and the hearings were dragged out until a final refusal to arbitrate on August 1, 2006. Hearings were held in December 2005 and June 2006. Plaintiff was accused of allegedly hitting another employee at the Fabiola Pharmacy at Kaiser in Oakland.

1 Plaintiff has objected to this false accusation, Plaintiff has never hit anyone. Plaintiff  
2 has been the victim of harassment, retaliation and discrimination for reasons based  
3 solely upon her race, national origin, age, and physical disability. Plaintiff was a loyal  
4 and dedicated employee and she received an approximate gross annual salary of  
5 \$35,000.00. Despite her loyal, dedicated, and satisfactory work performance Plaintiff  
6 was terminated.  
7

8 Plaintiff believes that working at Kaiser Permanente in Oakland has been a  
9 difficult experience. Although upper management is mainly Caucasian, employees and  
10 supervisors at Oakland are from India and Afro-American and Plaintiff was singled out  
11 because she is Asian, from Viet Nam. Plaintiff is a hard worker and was cleaning the  
12 cafeteria when the incident occurred. Becky is from India, over 30 years of age, and  
13 a pharmacy worker. Plaintiff asked Becky to please throw her garbage in the garbage  
14 cans. On the date in question, Plaintiff observed Becky use a paper towel to wipe her  
15 mouth and cup. Becky did not throw the rubbish into the garbage can, but rather  
16 threw it on the floor. Plaintiff is a janitor and she requested that Becky please throw  
17 her garbage away.  
18  
19

20 Becky got extremely upset and drank from the cup, and threw it at Plaintiff's  
21 face. Although this was a foam cup, it hit her face. Plaintiff asked Becky why she  
22 did that. Plaintiff was in the lunch room with all of the pharmacy workers. At that  
23 point, Becky started to charge towards Plaintiff to hit her. Another employee tried to  
24 grab Becky to hold her back and someone else hit Becky, but it was not Plaintiff.  
25  
26  
27  
28

1 Plaintiff has complained that the pharmacy employees who are Indian and Afro-  
2 American treat her very badly. Plaintiff has requested that they please throw their  
3 garbage away. Instead, they have intentionally thrown their cups along side the  
4 garbage cans which has made Plaintiff's work more difficult because she has to pick  
5 up their garbage.  
6

7 On the date in question, Plaintiff observed Becky throwing her cup on the  
8 ground. Plaintiff picked it up and Becky hit the cup out of Plaintiff's hand. Someone  
9 pushed Plaintiff while someone else grabbed Becky. People were yelling it's a fight.  
10 There were other employees present who could have accidentally hit Becky. However,  
11 Becky was the one who threw the cup at Plaintiff's face. Plaintiff did not hit Becky.  
12

13 In the past, Plaintiff complained to management that Becky yelled at her.  
14 Whenever Plaintiff complained to her supervisors, Plaintiff was told that everyone  
15 was upset with her and considered Plaintiff a trouble maker. Plaintiff has also been  
16 accused of not getting the job done when she was the hardest working employee.  
17 Becky and other staff members have deliberately thrown garbage around after Plaintiff  
18 cleaned the area.  
19

20 Plaintiff clearly remembers that other employees, at least ten other employees  
21 were present, pushing Becky and telling her to fight. There were several white and  
22 Asian, as well as Hispanic and Black employees who witnessed this incident. Plaintiff  
23 was too far away from Becky to have hit her in the face. It was clearly someone else  
24 who may have done so accidentally. Plaintiff recalls that there were too many people  
25 to see who actually hit Becky, if she was hit at all.  
26  
27  
28

1 On June 16, 2005, a letter was sent from Milton Aquino, stating that Plaintiff  
2 was accused of hitting an employee in the face on June 9, 2005. Mr. Aquino claims  
3 that he thoroughly investigated this matter and that it was concluded that Plaintiff did  
4 hit the employee in the face. In accordance with Kaiser Permanente's policy for  
5 violence in the work place, Mr. Aquino, the Environmental Services Manager, decided  
6 to terminate Plaintiff. The termination was effective June 17, 2005.  
7

8 Plaintiff immediately complained to the Union to file a petition. Plaintiff  
9 submitted a statement regarding the June 9, 2005 incident. Based on Plaintiff's  
10 statement, Plaintiff was trying to empty trash in the Fabiola Pharmacy lounge and she  
11 was in the middle of tying up garbage bags. Becky, one of the pharmacy workers,  
12 was drinking from a cup. After she drank from her cup, she wiped her mouth with a  
13 napkin and put the napkin in the cup and threw the cup with the napkin on top of the  
14 trash bag that was being tied up. Plaintiff requested that Becky please throw the cup  
15 in another trash can because this bag had already been tied. Becky then knocked the  
16 cup out of Plaintiff's hand. Plaintiff picked up the cup and Becky took the cup from  
17 Plaintiff and threw it in her face.  
18

19 Plaintiff told Becky *"I am a human being, why are you treating me like a dog?"*  
20 Plaintiff then tossed the cup back to her and at that point Becky tried to hit Plaintiff  
21 while other employees were screaming *"don't fight, don't fight"*. Becky's co-workers  
22 called the security guard to call the police. Plaintiff has repeatedly stated that she  
23 never hit Becky and that there were several other employees trying to restrain Becky  
24 who could have hit her.  
25  
26  
27  
28



1 Plaintiff complained to Kaiser that she believed that she was being singled out  
2 at work in the pharmacy area. Pharmacy workers have yelled at Plaintiff while she  
3 was taking the trash and they have thrown papers on the floor in front of her. While  
4 Plaintiff has cleaned the employee restrooms the pharmacy workers have ignored  
5 "out of order" signs on the stalls and flushed toilets to flood the bathroom. While  
6 cleaning the men's public restroom, other employees have ignored the closed signs  
7 and walked into the restroom asking Plaintiff if "*she wanted to join them*".

9 Plaintiff has complained repeatedly to her supervisors, including Defendant  
10 Aquino and Defendant Hernandez about the abusive and hostile behavior. However,  
11 Plaintiff has been ignored and nothing has been done. This has been a clear signal to  
12 other employees and management to continue harassing, retaliating against, and  
13 discriminating against Plaintiff.  
14

15 Plaintiff has requested that a male employee be used to clean the men's  
16 bathroom because of the ongoing harassment from other male employees who made  
17 lewd remarks, asking Plaintiff to join them. Further, Plaintiff has repeatedly  
18 requested a transfer out of the Pharmacy Department because of the abusive  
19 treatment. However, Plaintiff was told by her Supervisor, Defendant Robinson, that  
20 this was the only available area and if Plaintiff did not want to do the work she should  
21 leave.  
22

23  
24 Plaintiff later found out that employees were allowed to bid for different areas  
25 and that different areas were being given to other employees with less seniority.  
26 Plaintiff has complained repeatedly, but management has ignored her complaints.  
27

1 Plaintiff was accused of doing a poor job and being rude when in fact these  
2 accusations were false. Plaintiff was intimidated because she was not fluent in  
3 English and she had difficulty communicating.

4 At meetings with management Plaintiff was directed to sign papers before she  
5 could return to work, and because Plaintiff was afraid of losing her job, she signed  
6 without understanding what she signed and the consequences. Plaintiff was told by  
7 Defendant Simms that if Plaintiff did not sign papers, she would not be allowed to  
8 work. Plaintiff signed complaints that were brought against her, but because of  
9 language limitations, Plaintiff did not understand or oppose them.  
10

11 Plaintiff signed a statement dated July 20, 2005 requesting that she get her job  
12 back because she wanted to continue work, however, Plaintiff wanted a position in  
13 another department outside of the pharmacy. The previous complaints which were  
14 lodged against her led to a final Last Chance that Agreement that was signed on or  
15 about February 12, 2004. Plaintiff did not fully comprehend what she was signing.  
16 Kaiser Permanent did provide an interpreter, however, the interpreter was not able to  
17 explain the consequences.  
18

19 Plaintiff filed a Petition of Grievance through the Union and she had difficulty  
20 with the Union Shop Steward, Defendant Person. Plaintiff requested a grievance, but  
21 she was never given a copy of the grievance. The Human Resource Director,  
22 Defendant Simms was an Afro-American male and Plaintiff's Manager, Defendant  
23 Robinson was also an Afro-American. On or about June 1, 2005, they attended the  
24 first hearing on the grievance and Plaintiff was asked if she had any witness who  
25  
26  
27

1 would support her facts. Plaintiff stated that there were several people present from  
2 the Pharmacy Department at the time of the incident. Plaintiff reiterated that she did  
3 not hit anyone.

4 Plaintiff recalls a second hearing on this matter that may have occurred in  
5 December of 2005 at the Masonic Hall with the Union. Plaintiff stated that only the  
6 Union was present and she brought her husband to assist her. Plaintiff was told to  
7 explain what happened. Plaintiff reiterated that she did not hit anyone. After a few  
8 minutes Plaintiff was told to step outside and the Union decided that they would not  
9 pursue her case.  
10

11 Plaintiff was upset and requested that an appeal be filed regarding her  
12 grievance. Defendant Cursio, the Union Representative stated that he would file the  
13 appeal. Plaintiff then called Defendant Cursio from December 2005 to January 2006  
14 requesting a status report on her grievance appeal. Defendant Cursio stated that a  
15 hearing was to be scheduled, however, he explained that he would have to cancel that  
16 hearing. Plaintiff continued to telephone Defendant Cursio requesting that her  
17 grievance appeal be scheduled and in March of 2006 Defendant Cursio stated that  
18 there would be a hearing, then he sent a letter canceling that hearing.  
19  
20

21 The next scheduled hearing was for June of 2006. Plaintiff attended the 2006  
22 hearing and the Union was present, however, management was not. Defendant  
23 Cursio gave Plaintiff another 10 minutes to state her facts. There were three union  
24 members present and they stated that Plaintiff would receive a letter from the Union.  
25  
26  
27  
28

1 Plaintiff's next contact from the Union was a letter dated August 1, 2006 in  
2 which the Union informed her that they were not going to proceed with arbitration.  
3 Plaintiff has been severely depressed because of this false accusation, the  
4 harassment, retaliation and discrimination and the Union's failure to adequately and  
5 competently represent her. Plaintiff has been in treatment with Dr. Les Campbell, a  
6 Psychologist at Kaiser Permanente.  
7

8 Dr. Campbell has diagnosed Plaintiff as suffering from depression and  
9 that the symptoms of depression, low mood, tension and tearfulness are directly  
10 related to the termination which occurred on June 10, 2005. Dr. Campbell has further  
11 stated that Plaintiff is depressed because she was accused of hitting a woman which  
12 was untrue and because she lost a job that she had since October of 1997. The  
13 doctor further reported that Plaintiff was harassed and lied about in the pharmacy  
14 area at Kaiser by other employees, and that she was not supported by her supervisors  
15 or manager.  
16

17 Plaintiff filed timely Right to Sue Complaints with the California Department of Fair  
18 Employment and Housing, and received notices dated June 7, 2006 of the right to sue in  
19 a California Superior Court pursuant to Cal. Gov't Code Section 12965(b) permitting  
20 Plaintiff to bring this action. Said complaints and right to sue letters are attached as  
21 **Exhibit "A"** and incorporated herein by reference. Therefore, Plaintiff has exhausted all  
22 of her administrative remedies.  
23  
24

25 18. As a proximate result of Defendants' discrimination against Plaintiff, Plaintiff  
26 has suffered and continues to suffer substantial losses incurred in seeking and  
27



1 performing the job duties of her employment, Plaintiff has and continues to suffer  
2 embarrassment, humiliation, and mental anguish all to her damage in an amount  
3 according to proof.

4 19. Defendants committed the acts alleged herein maliciously, fraudulently,  
5 and oppressively, with the wrongful intention of injuring Plaintiff, from an improper  
6 and evil motive amounting to malice, and in conscious disregard of Plaintiff's rights.  
7 Plaintiff is thus entitled to recover punitive damages from Defendants in an amount  
8 according to proof.  
9

10 20. As a result of Defendants' discriminatory acts as alleged herein, Plaintiff  
11 has no plain, adequate, or complete remedy as to law and Defendants continue to  
12 engage in said alleged wrongful practices. Therefore, Plaintiff requests:  
13

14 A. That she be reinstated in her former position, or comparable position,  
15 made whole and afforded all benefits attendant thereto that would have been afforded  
16 Plaintiff but for said discrimination; and,  
17

18 B. That Defendant, its agents, successors, employees and those acting  
19 in concert with it be enjoined permanently from engaging in each of the unlawful  
20 practices, policies, usages and customs set forth herein.

21 21. As a result of Defendants' discriminatory acts as alleged herein, Plaintiff is  
22 entitled to reasonable attorney's fees and costs of said suit as provided by Cal. Gov't  
23 Code Section 12965(b).  
24

25 **WHEREFORE**, Plaintiff prays for damages as hereinafter set forth.  
26  
27  
28

**SECOND CAUSE OF ACTION**  
**(Employment Discrimination -**

**Common Law –**  
**Race, National Origin, Age and Physical Disability)**  
**(Against all Defendants)**

22. Plaintiff refers to and incorporates herein Paragraphs 14 through 21 of the First Cause of Action as though fully set forth herein at length.

23. The public policy of the State of California, as set forth in state and federal statutes and the California Constitution, is strongly opposed to discrimination in employment including, but not limited to, denial of promotion and termination of employment, based solely upon race, national origin, age and physical disability.

24. Defendants' aforesaid conduct, set forth in Paragraph 17 of the First Cause of Action, violated the public policy of the State of California, and, as a result off the said acts, Plaintiff suffered damages as aforesaid.

**WHEREFORE**, Plaintiff prays for damages as hereinafter set forth.

**THIRD CAUSE OF ACTION**  
**(Employment Discrimination Retaliation-**  
**Cal. Gov't Code Section 12940(f)**

**Retaliation for**  
**Race, National Origin, Age and Physical Disability)**  
**Against all Defendants)**

25. Plaintiff refers to and incorporates herein Paragraphs 1 through 13 of the Preliminary Statements as though fully set forth herein at length.

1           26. Plaintiff was at all times material hereto an employee covered by Cal.  
2 Gov't. Code Section 12940(f) prohibiting any person to retaliate against an employee  
3 who opposes a discriminatory practice or asserts rights under the Fair Employment and  
4 Housing Act, in violation of Cal. Gov't Code Section 12940(f).

5           27. Defendant, Kaiser was and are at all times material hereto an employer  
6 within the meaning of Cal Gov't Code Section 12926 and, as such, barred from  
7 discriminating or retaliating in employment decisions on the basis of race, national origin,  
8 age and physical disability or as set forth in Cal. Gov't Code Section 12940(f).

9           28. Defendants have discriminated and retaliated against Plaintiff on the basis  
10 of race, national origin, age and physical disability because Plaintiff opposes a  
11 discriminatory practice or asserts rights under Cal. Gov't Code Section 12940(f) by  
12 engaging in the following course of conduct: Plaintiff was wrongfully terminated on  
13 June 17, 2005, however, she filed a petition of grievance and the hearings were  
14 dragged out until a final refusal to arbitrate on August 1, 2006. Hearings were held in  
15 December 2005 and June 2006. Plaintiff was accused of allegedly hitting another  
16 employee at the Fabiola Pharmacy at Kaiser in Oakland. Plaintiff has objected to this  
17 false accusation, Plaintiff has never hit anyone. Plaintiff has been the victim of  
18 harassment, retaliation and discrimination for reasons based solely upon her race,  
19 national origin, age, and physical disability. Plaintiff was a loyal and dedicated  
20 employee and she received an approximate gross annual salary of \$35,000.00.  
21 Despite her loyal, dedicated, and satisfactory work performance Plaintiff was  
22 terminated.  
23  
24  
25  
26  
27  
28

1 Plaintiff believes that working at Kaiser Permanente in Oakland has been a  
2 difficult experience. Although upper management is mainly Caucasian, employees and  
3 supervisors at Oakland are from India and Afro-American and Plaintiff was singled out  
4 because she is Asian, from Viet Nam. Plaintiff is a hard worker and was cleaning the  
5 cafeteria when the incident occurred. Becky is from India, over 30 years of age, and  
6 a pharmacy worker. Plaintiff asked Becky to please throw her garbage in the garbage  
7 cans. On the date in question, Plaintiff observed Becky use a paper towel to wipe her  
8 mouth and cup. Becky did not throw the rubbish into the garbage can, but rather  
9 threw it on the floor. Plaintiff is a janitor and she requested that Becky please throw  
10 her garbage away.  
11

12  
13 Becky got extremely upset and drank from the cup, and threw it at Plaintiff's  
14 face. Although this was a foam cup, it hit her face. Plaintiff asked Becky why she  
15 did that. Plaintiff was in the lunch room with all of the pharmacy workers. At that  
16 point, Becky started to charge towards Plaintiff to hit her. Another employee tried to  
17 grab Becky to hold her back and someone else hit Becky, but it was not Plaintiff.  
18

19 Plaintiff has complained that the pharmacy employees who are Indian and Afro-  
20 American treat her very badly. Plaintiff has requested that they please throw their  
21 garbage away. Instead, they have intentionally thrown their cups along side the  
22 garbage cans which has made Plaintiff's work more difficult because she has to pick  
23 up their garbage.  
24

25 On the date in question, Plaintiff observed Becky throwing her cup on the  
26 ground. Plaintiff picked it up and Becky hit the cup out of Plaintiff's hand. Someone  
27



1 pushed Plaintiff while someone else grabbed Becky. People were yelling it's a fight.  
2 There were other employees present who could have accidentally hit Becky. However,  
3 Becky was the one who threw the cup at Plaintiff's face. Plaintiff did not hit Becky.

4 In the past, Plaintiff complained to management that Becky yelled at her.  
5 Whenever Plaintiff complained to her supervisors, Plaintiff was told that everyone  
6 was upset with her and considered Plaintiff a trouble maker. Plaintiff has also been  
7 accused of not getting the job done when she was the hardest working employee.  
8 Becky and other staff members have deliberately thrown garbage around after Plaintiff  
9 cleaned the area.  
10

11 Plaintiff clearly remembers that other employees, at least ten other employees  
12 were present, pushing Becky and telling her to fight. There were several white and  
13 Asian, as well as Hispanic and Black employees who witnessed this incident. Plaintiff  
14 was too far away from Becky to have hit her in the face. It was clearly someone else  
15 who may have done so accidentally. Plaintiff recalls that there were too many people  
16 to see who actually hit Becky, if she was hit at all.  
17

18 On June 16, 2005, a letter was sent from Milton Aquino, stating that Plaintiff  
19 was accused of hitting an employee in the face on June 9, 2005. Mr. Aquino claims  
20 that he thoroughly investigated this matter and that it was concluded that Plaintiff did  
21 hit the employee in the face. In accordance with Kaiser Permanente's policy for  
22 violence in the work place, Mr. Aquino, the Environmental Services Manager, decided  
23 to terminate Plaintiff. The termination was effective June 17, 2005.  
24  
25  
26  
27  
28

1 Plaintiff immediately complained to the Union to file a petition. Plaintiff  
2 submitted a statement regarding the June 9, 2005 incident. Based on Plaintiff's  
3 statement, Plaintiff was trying to empty trash in the Fabiola Pharmacy lounge and she  
4 was in the middle of tying up garbage bags. Becky, one of the pharmacy workers,  
5 was drinking from a cup. After she drank from her cup, she wiped her mouth with a  
6 napkin and put the napkin in the cup and threw the cup with the napkin on top of the  
7 trash bag that was being tied up. Plaintiff requested that Becky please throw the cup  
8 in another trash can because this bag had already been tied. Becky then knocked the  
9 cup out of Plaintiff's hand. Plaintiff picked up the cup and Becky took the cup from  
10 Plaintiff and threw it in her face.  
11

12 Plaintiff told Becky *"I am a human being, why are you treating me like a dog?"*  
13 Plaintiff then tossed the cup back to her and at that point Becky tried to hit Plaintiff  
14 while other employees were screaming *"don't fight, don't fight"*. Becky's co-workers  
15 called the security guard to call the police. Plaintiff has repeatedly stated that she  
16 never hit Becky and that there were several other employees trying to restrain Becky  
17 who could have hit her.  
18

19 Plaintiff complained to Kaiser that she believed that she was being singled out  
20 at work in the pharmacy area. Pharmacy workers have yelled at Plaintiff while she  
21 was taking the trash and they have thrown papers on the floor in front of her. While  
22 Plaintiff has cleaned the employee restrooms the pharmacy workers have ignored  
23 *"out of order"* signs on the stalls and flushed toilets to flood the bathroom. While  
24  
25  
26  
27  
28

1 cleaning the men's public restroom, other employees have ignored the closed signs  
2 and walked into the restroom asking Plaintiff if "*she wanted to join them*".

3 Plaintiff has complained repeatedly to her supervisors, including Defendant  
4 Aquino and Defendant Hernandez about the abusive and hostile behavior. However,  
5 Plaintiff has been ignored and nothing has been done. This has been a clear signal to  
6 other employees and management to continue harassing, retaliating against, and  
7 discriminating against Plaintiff.  
8

9 Plaintiff has requested that a male employee be used to clean the men's  
10 bathroom because of the ongoing harassment from other male employees who made  
11 lewd remarks, asking Plaintiff to join them. Further, Plaintiff has repeatedly  
12 requested a transfer out of the Pharmacy Department because of the abusive  
13 treatment. However, Plaintiff was told by her Supervisor, Defendant Robinson, that  
14 this was the only available area and if Plaintiff did not want to do the work she should  
15 leave.  
16

17 Plaintiff later found out that employees were allowed to bid for different areas  
18 and that different areas were being given to other employees with less seniority.  
19 Plaintiff has complained repeatedly, but management has ignored her complaints.  
20 Plaintiff was accused of doing a poor job and being rude when in fact these  
21 accusations were false. Plaintiff was intimidated because she was not fluent in  
22 English and she had difficulty communicating.  
23

24 At meetings with management Plaintiff was directed to sign papers before she  
25 could return to work, and because Plaintiff was afraid of losing her job, she signed  
26  
27

1 without understanding what she signed and the consequences. Plaintiff was told by  
2 Defendant Simms that if Plaintiff did not sign papers, she would not be allowed to  
3 work. Plaintiff signed complaints that were brought against her, but because of  
4 language limitations, Plaintiff did not understand or oppose them.

5 Plaintiff signed a statement dated July 20, 2005 requesting that she get her job  
6 back because she wanted to continue work, however, Plaintiff wanted a position in  
7 another department outside of the pharmacy. The previous complaints which were  
8 lodged against her led to a final Last Chance that Agreement that was signed on or  
9 about February 12, 2004. Plaintiff did not fully comprehend what she was signing.  
10 Kaiser Permanent did provide an interpreter, however, the interpreter was not able to  
11 explain the consequences.

12 Plaintiff filed a Petition of Grievance through the Union and she had difficulty  
13 with the Union Shop Steward, Defendant Person. Plaintiff requested a grievance, but  
14 she was never given a copy of the grievance. The Human Resource Director,  
15 Defendant Simms was an Afro-American male and Plaintiff's Manager, Defendant  
16 Robinson was also an Afro-American. On or about June 1, 2005, they attended the  
17 first hearing on the grievance and Plaintiff was asked if she had any witness who  
18 would support her facts. Plaintiff stated that there were several people present from  
19 the Pharmacy Department at the time of the incident. Plaintiff reiterated that she did  
20 not hit anyone.

21 Plaintiff recalls a second hearing on this matter that may have occurred in  
22 December of 2005 at the Masonic Hall with the Union. Plaintiff stated that only the  
23



1 Union was present and she brought her husband to assist her. Plaintiff was told to  
2 explain what happened. Plaintiff reiterated that she did not hit anyone. After a few  
3 minutes Plaintiff was told to step outside and the Union decided that they would not  
4 pursue her case.

5 Plaintiff was upset and requested that an appeal be filed regarding her  
6 grievance. Defendant Cursio, the Union Representative stated that he would file the  
7 appeal. Plaintiff then called Defendant Cursio from December 2005 to January 2006  
8 requesting a status report on her grievance appeal. Defendant Cursio stated that a  
9 hearing was to be scheduled, however, he explained that he would have to cancel that  
10 hearing. Plaintiff continued to telephone Defendant Cursio requesting that her  
11 grievance appeal be scheduled and in March of 2006 Defendant Cursio stated that  
12 there would be a hearing, then he sent a letter canceling that hearing.

13 The next scheduled hearing was for June of 2006. Plaintiff attended the 2006  
14 hearing and the Union was present, however, management was not. Defendant  
15 Cursio gave Plaintiff another 10 minutes to state her facts. There were three union  
16 members present and they stated that Plaintiff would receive a letter from the Union.

17 Plaintiff's next contact from the Union was a letter dated August 1, 2006 in  
18 which the Union informed her that they were not going to proceed with arbitration.  
19 Plaintiff has been severely depressed because of this false accusation, the  
20 harassment, retaliation and discrimination and the Union's failure to adequately and  
21 competently represent her. Plaintiff has been in treatment with Dr. Les Campbell, a  
22 Psychologist at Kaiser Permanente.

1 Dr. Campbell has diagnosed Plaintiff as suffering from depression and  
2 that the symptoms of depression, low mood, tension and tearfulness are directly  
3 related to the termination which occurred on June 10, 2005. Dr. Campbell has further  
4 stated that Plaintiff is depressed because she was accused of hitting a woman which  
5 was untrue and because she lost a job that she had since October of 1997. The  
6 doctor further reported that Plaintiff was harassed and lied about in the pharmacy  
7 area at Kaiser by other employees, and that she was not supported by her supervisors  
8 or manager.

10 Plaintiff filed timely Right to Sue Complaints with the California Department of Fair  
11 Employment and Housing, and received notices dated June 7, 2006 of the right to sue in  
12 a California Superior Court pursuant to Cal. Gov't Code Section 12965(b) permitting  
13 Plaintiff to bring this action. Said complaints and right to sue letters are attached as  
14 **Exhibit "A"** and incorporated herein by reference. Therefore, Plaintiff has exhausted all  
15 of her administrative remedies.

17 **WHEREFORE**, Plaintiff prays for damages as hereinafter set forth.

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28  
COMPLAINT FOR EQUITABLE RELIEF  
AND DAMAGES: MARCELLA TRAN

**FOURTH CAUSE OF ACTION**  
**(Employment Discrimination -**  
**Common Law – Retaliation-**  
**Cal. Gov't Code Section 12940(f)-**  
**Retaliation for**  
**Race, National Origin, Age and Physical Disability)**  
**(Against all Defendants)**

29. Plaintiff refers to and incorporates herein Paragraphs 22 through 24 of the Second Cause of Action as though fully set forth herein at length.

30. The public policy of the State of California, as set forth in state and federal statutes and the California Constitution, is strongly opposed to discrimination in employment including, but not limited to, denial of promotion and termination of employment, based upon race, national origin, age and physical disability.

31. Defendants' aforesaid conduct, set forth in Paragraph 24 of the Second Cause of Action, violated the public policy of the State of California, and, as a result off the said acts, Plaintiff suffered damages as aforesaid.

**WHEREFORE**, Plaintiff prays for damages as hereinafter set forth.

///

///

///

///

///

///

///

///

COMPLAINT FOR EQUITABLE RELIEF  
AND DAMAGES: MARCELLA TRAN

**FIFTH CAUSE OF ACTION**

**(Breach of Contract)**

**(Against All Defendants George Halvorson;  
Kaiser Permanent (Oakland);  
Bettie Coles; Richard Simms; Patricia Hernandez;  
Brenda Robinson; Milton Aquino; Earlene Person  
Yolanda Chavez; Sal Cursio)**

32. Plaintiff refers to and incorporates herein Paragraphs 1 through 13 of the Preliminary Statements as though fully set forth herein at length.

33. On or about October 1997, Plaintiff was hired by Defendant, Kaiser as a Janitor for Defendant.

34. The entire course of Plaintiff's employment with Defendant, Kaiser there existed an express and implied in fact employment contract between Plaintiff and Defendants, **Kaiser, Coles, Simms, Hernandez, Robinson, Aquino, Person, Chavez and Cursio** which included, but was not limited to, the following terms and conditions:

A. Plaintiff would be able to continue her employment with Defendant, Kaiser indefinitely so long as she carried out her duties in a proper and competent manner;

B. Plaintiff would be promoted so long as she carried out her duties in a proper and competent manner and her employment evaluations were marked *"successfully met"* or *"exceeded her duties"*;

C. Plaintiff would not be demoted, discharged or otherwise disciplined for other than good cause, with notice thereof;



1 D. Defendants, **Kaiser, Coles, Simms, Hernandez, Robinson,**  
2 **Aquino, Person, Chavez and Cursio** would not evaluate Plaintiff's performance in  
3 an arbitrary, untrue or capricious manner;

4 E. If grievances or complaints were lodged regarding Plaintiff's  
5 performance, she would be given written notice and a meaningful opportunity to  
6 respond;  
7

8 F. Plaintiff was harassed, retaliated and discriminated against because  
9 of her gender and physical disability and for complaining to Defendant Kaiser  
10 terminated Plaintiff on or about June 17, 2005.

11 35. This total employment contract was evidenced by various written  
12 documents, oral representations to Plaintiff by Defendant's agents and employees, and  
13 the parties' entire course of conduct, including the following:  
14

15 A. Plaintiff is informed and believes and thereon alleges that portions of  
16 this contract are embodied in Defendant's written personnel policies and discipline  
17 procedures;  
18

19 B. There was an established policy with Defendant, Kaiser known to  
20 Plaintiff and relied upon by Plaintiff that an employee such as Plaintiff, who had  
21 performed services as a good and faithful employee, would have secure employment  
22 tenure with Defendant; that an employee such as Plaintiff would be permitted to  
23 continue employment unless discharged for good and sufficient cause; that an  
24 employee such as Plaintiff with a grievance or complaint lodged against her would be  
25

1 provided a meaningful opportunity to respond; and that an employee such as Plaintiff  
2 would not be discharged or disciplined without good and sufficient cause;

3 C. Again and again during her employment, Plaintiff was told by her  
4 superiors, orally and in writing, that she was doing a satisfactory job. As a result of  
5 the above representations, Plaintiff came reasonably to expect and to rely on the  
6 promise of job security. Such statements and acts by Defendants communicated to  
7 Plaintiff the idea that she had performed satisfactorily and that her job was secure.  
8 Plaintiff in good faith, relied upon these representations and believed them to be true.  
9

10 36. Plaintiff's reliance on and belief in and acceptance in good faith of all the  
11 assurances, promises, and representations as listed in Paragraphs 34 and 35 above,  
12 led Plaintiff throughout her employment with Defendant Kaiser to reasonably believe  
13 that her employment was secure and that there thereby existed a contract of  
14 continuous employment with Defendant Kaiser. As independent consideration for  
15 this contract of continuing employment, and as evidence of Plaintiff's reliance thereon,  
16 at the time she began working for Defendant, Plaintiff gave up professional education  
17 and secure employment to accept employment with Defendant Kaiser. As further  
18 independent consideration, in addition to performing her regular duties as an  
19 employee of Defendant Kaiser. Plaintiff refrained from seeking any other  
20 employment and from time to time turned down, gave up, and refrained from  
21 pursuing other career opportunities.  
22  
23  
24

25 37. Plaintiff understood, and continued employment, and duly performed all the  
26 conditions of the contract to be performed by her. Plaintiff has at all times been ready,  
27

1 willing, and able to perform, and has offered to perform all the conditions of this contract  
2 to be performed.

3 38. Despite the representations made to Plaintiff and the reliance she placed  
4 upon them, Defendant Kaiser failed to carry out its responsibilities under the terms of  
5 the employment contract in the following ways:

6  
7 A. By subjecting Plaintiff to arbitrary, unfair, and dishonest performance  
8 evaluations;

9 B. By denying Plaintiff a meaningful opportunity to respond to  
10 grievances filed against her;

11 C. By constructively discharging Plaintiff on or about June 17, 2005 in  
12 spite of Plaintiff's satisfactory job performance and after her complaints of  
13 discrimination because of her race, national origin, age, gender and physical disability,  
14 and complaints about harassment and retaliation including the humiliating and  
15 demeaning manner in which she had been treated.

16  
17 39. Defendants **Halvorson, Kaiser, Coles, Simms, Hernandez, Robinson,**  
18 **Aquino, Person, Chavez and Cursio** breached the aforementioned total  
19 employment contract by arbitrarily evaluating Plaintiff, denying her the opportunity to  
20 respond to grievances, and discharging Plaintiff without regard to or in compliance  
21 with the requirements of the aforesaid agreement.

22  
23  
24 ///

25 ///

26 ///

27 ///

1           40. Defendants **Halvorson, Kaiser, Coles, Simms, Hernandez, Robinson,**  
2 **Aquino, Person, Chavez and Cursio** further breached the aforementioned total  
3 employment contract by engaging in a course of conduct with the intent and effect of  
4 making Plaintiff's work environment unreasonably burdensome and oppressive, and  
5 then terminating Plaintiff.  
6

7           41. As a proximate result of Defendants' breach of the total employment  
8 contract, Plaintiff has suffered and continues to suffer substantial losses in earnings,  
9 bonuses, deferred compensation, and other employment benefits which she would  
10 have received had defendants not breached said agreement, plus expenses incurred in  
11 obtaining substitute employment, all to her damage in an amount to be set forth  
12 according to proof.  
13

14           **WHEREFORE**, Plaintiff prays for damages as hereinafter set forth.  
15

16                           **SIXTH CAUSE OF ACTION**  
17                           **(Breach of Covenant of**  
18                           **Good Faith and Fair Dealing)**  
19                           **(Against All Defendants George Halvorson;**  
20                           **Kaiser Permanent (Oakland);**  
21                           **Bettie Coles; Richard Simms; Patricia Hernandez;**  
22                           **Brenda Robinson; Milton Aquino; Earlene Person**  
23                           **Yolanda Chavez; Sal Cursio)**

24           42. Plaintiff refers to and incorporates herein Paragraphs 1 through 13 of the  
25 Preliminary Statements as though set forth herein at length.  
26

27           43. The aforesaid employment contract contained an implied covenant of good  
28 faith and fair dealing by which Defendant Kaiser promised i.e. full cooperation to



1 Plaintiff and her performance under said employment contract, and to refrain from  
2 doing any act which would prevent or impede Plaintiff from performing all the  
3 conditions of the contract to be performed by her or any act that would prevent  
4 Plaintiff's enjoyment of the fruits of said contract. Specifically, said covenant of good  
5 faith and fair dealing required Defendant Kaiser, too fairly, honestly, and reasonably  
6 perform the terms and conditions of the Agreement.  
7

8 44. Plaintiff, as an individual employee, with no legal representation or prior  
9 experience in making such contracts as the one alleged herein, was in an inherently  
10 unequal bargaining position in her dealings with Defendant Kaiser, an established  
11 concern with millions of dollars in assets. In addition, once Plaintiff committed herself  
12 to the above-stated contract, and took the reasonable actions alleged herein in  
13 reliance, Plaintiff was placed in a particularly vulnerable position because she had  
14 given up secure employment with her prior employer, and few openings exist in her  
15 field for persons of her experience and qualifications. She had entrusted her entire  
16 livelihood to Defendant's willingness to perform its obligations under the contract, and  
17 risked suffering grave harm if Defendant failed to perform. Defendant was aware of  
18 Plaintiff's vulnerability in this regard.  
19  
20

21 45. Plaintiff is informed and believes that Defendant Kaiser, breached its  
22 contract with Plaintiff without conducting any reasonable investigation concerning its  
23 obligations under said contract, without good or sufficient cause, for reasons  
24 extraneous to the contract, and for the purpose of frustrating Plaintiff's enjoyment of  
25 the benefits of the contract. Accordingly, Defendant breached its implied duty of good  
26  
27

1 faith and fair dealing. Further, Defendant breached this covenant with regard to  
2 Plaintiff through its conduct in:

3 A. Subjecting Plaintiff to differential standards of conduct from other  
4 employees;

5 B. Denying Plaintiff the opportunity to respond to grievances filed  
6 against her;

7 C. Evaluating Plaintiff's performance in an arbitrary, pretextual, and  
8 untrue manner;

9 D. Removing Plaintiff's responsibilities for reasons that were arbitrary,  
10 pretextual, and untrue;

11 E. Constructively discharging Plaintiff's employment without cause and  
12 for reasons that have nothing to do with legitimate business justification;

13 F. Failing to follow its written personnel policies, or to apply the same  
14 personal practices to Plaintiff that it provides other employees.

15  
16  
17  
18 46. As a result of Defendant's violations of said implied covenant of good faith  
19 and fair dealing, and the reprehensible and willful conduct toward Plaintiff, Plaintiff  
20 has suffered harm, as follows:

21 A. The destruction of Plaintiff's valuable property interests, i.e., her  
22 prospect of continuing future employment with Defendant and receipt of continued  
23 compensation;

24 B. Impairment and damage to Plaintiff's good name by causing her to  
25 be discharged with the untrue implication to all future prospective employers that she  
26  
27

1 had been disciplined or discharged for misconduct, incompetence, or unsatisfactory  
2 performance, and specifically that Plaintiff was a troublemaker said implication was  
3 and is completely untrue and totally without foundation; and,

4 C. Substantial losses in earnings, bonuses, deferred compensation, and  
5 other employment benefits and costs incurred in seeking and performing substitute  
6 employment.  
7

8 47. The primary motivation of Plaintiff in making the above-stated contract was  
9 to obtain secure employment, and terms and conditions of employment, which would  
10 permit her growth and development at Defendant Kaiser, as well as all rights of  
11 substantial autonomy, freedom of action, and a supportive work environment.  
12

13 48. As a proximate result of Defendant's breach of implied covenant of good  
14 faith and fair dealing, Plaintiff has suffered, and continues to suffer losses in earning  
15 and other employment benefits, to her damage in an amount to be established at trial.  
16

17 **WHEREFORE**, Plaintiff requests relief as hereinafter provided.

18 **SEVENTH CAUSE OF ACTION**  
19 **(Failure to Prevent Discrimination)**  
20 **(Against All Defendants George Halvorson;**  
21 **Kaiser Permanent (Oakland);**  
22 **Bettie Coles; Richard Simms; Patricia Hernandez;**  
23 **Brenda Robinson; Milton Aquino; Earlene Person**  
24 **Yolanda Chavez; Sal Cursio)**

25 49. Plaintiff refers to and incorporates herein Paragraphs 1 through 13 of the  
26 Preliminary Statements as though fully set forth herein at length.

27 50. Defendant Kaiser, was bound by its statutory and common law duties to  
28

1 provide a discrimination-free and retaliation-free workplace. Defendant Kaiser, failed  
2 to take all reasonable steps necessary to prevent discrimination, harassment, and  
3 retaliation from occurring, in violation of its common law and statutory duties, e.g.,  
4 Cal. Gov't Code Sections 12940(f) and (I).

5  
6 51. Defendants **Halvorson, Kaiser, Coles, Simms, Hernandez, Robinson,**  
7 **Aquino, Person, Chavez and Cursio**, negligently trained, managed, or Supervised  
8 the employees who committed the discriminatory acts alleged herein, negligently  
9 failed to take all reasonable steps necessary to prevent the said acts, and negligently  
10 ratified the discriminatory acts committed. Specifically, Defendants **Halvorson,**  
11 **Kaiser, Coles, Simms, Hernandez, Robinson, Aquino, Person, Chavez and**  
12 **Cursio**, failed to satisfactorily train Defendants **Halvorson, Kaiser, Coles, Simms,**  
13 **Hernandez, Robinson, Aquino, Person, Chavez and Cursio** as to the proper  
14 handling of sensitive race, national origin, age and physical disability. Furthermore,  
15 Defendant Kaiser failed to take affirmative steps to correct the discriminatory actions  
16 of Defendants' **Halvorson, Kaiser, Coles, Simms, Hernandez, Robinson,**  
17 **Aquino, Person, Chavez and Cursio** following the unlawful constructive discharge  
18 of Plaintiff.

19  
20  
21 52. As a direct consequence of Defendants' **Halvorson, Kaiser, Coles,**  
22 **Simms, Hernandez, Robinson, Aquino, Person, Chavez and Cursio** acts and  
23 omissions, Plaintiff has suffered damages as aforesaid.

24  
25 **WHEREFORE**, Plaintiff prays for judgment as hereinafter set forth.  
26  
27  
28



**EIGHTH CAUSE OF ACTION****(Fraud and Deceit)****(Against All Defendants George Halvorson;  
Kaiser Permanent (Oakland);  
Bettie Coles; Richard Simms; Patricia Hernandez;  
Brenda Robinson; Milton Aquino; Earlene Person  
Yolanda Chavez; Sal Cursio)**

53. Plaintiff refers to and incorporates herein Paragraphs 1 through 13 of the Preliminary Statements and Paragraphs 32 through 41 of the Fifth Cause of Action, as though set forth herein.

54. By the above described acts incorporated herein, Defendants and each of them, individually and through their officers, partners, agents, and/or employees acting within the scope of their employment, falsely and fraudulently and with the intent to deceive and defraud Plaintiff, represented to Plaintiff that she would not be terminated as an employee of Defendant Kaiser, as long as her work performance was satisfactory. Specifically, at the time she was offered employment with Defendant Kaiser. Plaintiff was assured by Defendant Kaiser, that Plaintiff would have better job security with Defendant Kaiser, than she did at her previous job. Defendant Kaiser and DOES 1 through 20, repeated all the above assurances on several occasions during Plaintiff's employment with Defendant Kaiser.

55. Said representations were false and Defendants knew them to be false, and intended not to be bound by such representations; in truth and in fact, Plaintiff was constructively discharged, even though her work performance was exemplary.

1           56. Said representations were made for the purpose of inducing Plaintiff to enter  
2 into an employment contract with Defendant Kaiser, and thereafter for the purpose of  
3 inducing Plaintiff to continue performing said employment.

4           57. Plaintiff was unaware of Defendants' intention not to be bound by the said  
5 representations, and justifiably believed and relied upon them, and was thereby induced  
6 to give up her prior employment to work for Defendant Kaiser, and to give up, turn  
7 down, and refrain from seeking other more secure employment opportunities.

8           58. Plaintiff did not discover the fraud and deceit practiced upon her, as  
9 aforesaid, until being given notice of alleged performance problems and subsequently  
10 Plaintiff was harassed, retaliated, and discriminated against on an ongoing basis since  
11 February 12, 2004. Plaintiff would not with reasonable diligence have discovered the  
12 said fraud and deceit prior to that date in that Plaintiff was repeatedly misled by  
13 Defendants further same false representations, and prior to February 12, 2004. Plaintiff  
14 had been given no indication that threats, termination, and ongoing harassment,  
15 retaliation, and discrimination was likely because of her work performance, or for any  
16 other reason.  
17

18           59. As a proximate result of the representations of Defendants to Plaintiff, as  
19 aforesaid, Plaintiff will suffer substantial losses incurred in seeking and performing her  
20 job duties and employment, and has caused Plaintiff to suffer and continue to suffer  
21 embarrassment, humiliations, and anguish, all to her damage in an amount according to  
22 proof.  
23  
24  
25  
26  
27  
28

1           60. Defendants committed the acts alleged herein maliciously, fraudulently,  
2 and oppressively, with the wrongful intention of injuring Plaintiff, from an improper  
3 and evil motive amounting to malice, and in conscious disregard of Plaintiff's rights.  
4 Plaintiff thus is entitled to recover punitive damages from Defendants, and each of  
5 them, in an amount according to proof.  
6

7           **WHEREFORE**, Plaintiff prays for damages as hereinafter set forth.  
8

9                           **NINTH CAUSE OF ACTION**  
10                          **(Harassment - Gov't Code Section 12940)**  
11                          **(Against All Defendants George Halvorson;**  
12                          **Kaiser Permanent (Oakland);**  
13                          **Bettie Coles; Richard Simms; Patricia Hernandez;**  
14                          **Brenda Robinson; Milton Aquino; Earlene Person**  
15                          **Yolanda Chavez; Sal Cursio)**

16           61. Plaintiff refers to and incorporates herein Paragraphs 1 through 13 of the  
17 Preliminary Statements as though fully set forth herein at length.  
18

19           62. Plaintiff was at all times material hereto an employee covered by California  
20 Government Code Section 12940(h)(1) prohibiting harassment based upon race,  
21 national origin, gender, sexual harassment and physical disability.  
22

23           63. Defendant employer was at all times material hereto an employer within  
24 the meaning of California Government Code Section 12926(c) and, as such, barred  
25 from harassing an employee based upon race, national origin, age and physical  
26 disability.  
27

1           64. Defendants **Halvorson, Kaiser, Coles, Simms, Hernandez, Robinson,**  
2           **Aquino, Person, Chavez and Cursio** were at all times material hereto managers  
3           within the meaning of California Government Code Section 12940(h)(1) prohibited  
4           from harassing an employee based upon race, national origin, age and physical  
5           disability.

6  
7           65. Defendants' **Halvorson, Kaiser, Coles, Simms, Hernandez, Robinson,**  
8           **Aquino, Person, Chavez and Cursio** harassment of Plaintiff included, but was not  
9           limited to, crude, hostile, derogatory and disparaging remarks against Plaintiff's race,  
10          national origin, age and physical disability.

11  
12          66. Plaintiff made numerous complaints regarding the discrimination to  
13          Defendants **Halvorson, Kaiser, Coles, Simms, Hernandez, Robinson, Aquino,**  
14          **Person, Chavez and Cursio** but no steps were taken to prevent this harassment.

15          67. Plaintiff filed timely Right to Sue complaints with the California Department of  
16          Fair Employment and Housing, and received notices dated June 7, 2006 of the right to  
17          sue in a California Superior Court pursuant to Cal. Gov't Code Section 12965(b)  
18          permitting Plaintiff to bring this action. Said complaints and right to sue letters are  
19          attached as **Exhibit "A"** and incorporated herein by reference. Therefore, Plaintiff has  
20          exhausted all of her administrative remedies.

21  
22          68. As a proximate result of Defendants' **Halvorson, Kaiser, Coles, Simms,**  
23          **Hernandez, Robinson, Aquino, Person, Chavez and Cursio** and harassment of  
24          Plaintiff, Plaintiff has suffered and continues to suffer embarrassment, humiliation, and  
25          mental anguish all to her damage in an amount according to proof.  
26  
27



1           69. Defendant Kaiser committed the acts alleged herein maliciously,  
2           fraudulently and oppressively with the wrongful intention of injuring Plaintiff, from an  
3           improper and evil motive amounting to malice and in conscious disregard of Plaintiff's  
4           rights. Plaintiff thus is entitled to recover punitive damages from Defendants and each  
5           of them in an amount to be determined according to proof.

6  
7           70. As a result of Defendants' **Halvorson, Kaiser, Coles, Simms,**  
8           **Hernandez, Robinson, Aquino, Person, Chavez and Cursio** harassment, and  
9           Defendants' **Halvorson, Kaiser, Coles, Simms, Hernandez, Robinson, Aquino,**  
10          **Person, Chavez and Cursio** failure to take immediate and appropriate corrective  
11          action, Plaintiff is entitled to reasonable attorney's fees and costs of suit.

12           **WHEREFORE,** Plaintiff requests relief as follows:

- 13  
14           1. Injunctive relief requiring Defendants to refrain from further discriminatory  
15          acts and remedying past discrimination;  
16  
17           2. Actual damages in a sum to be ascertained at trial;  
18  
19           3. General damages in an amount within the jurisdiction of this Court;  
20           4. Exemplary and punitive damages in an amount within the jurisdiction of this  
21          Court;  
22           5. For reinstatement of Plaintiff to the position from which she was wrongfully  
23          harassed, retaliated, and discriminated against or a comparable position with  
24          Defendant Kaiser, and all benefits attendant thereto that would have been afforded  
25          Plaintiff but for said discrimination;  
26  
27  
28

1           6. For a permanent injunction enjoining Defendants, their agents, successors,  
2 and employees and those acting in concert with them from engaging in each of the  
3 unlawful practices, policies, usages, and customs set forth herein;

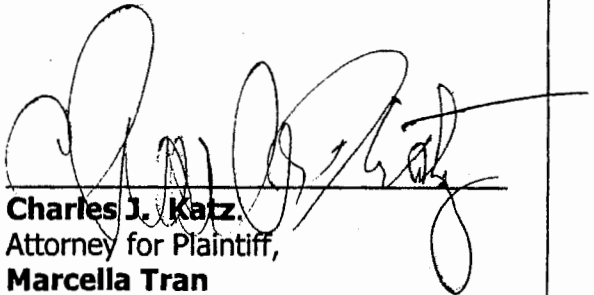
4           7. Costs of suit, including reasonable attorney's fees;

5           8. Prejudgment interest; and,

6           9. Such relief as the Court deems just and proper.  
7

8  
9                           **PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY**

10       Dated: June 1, 2007  
11

12  
13  
14  
15                             
16                           **Charles J. Katz,**  
17                           Attorney for Plaintiff,  
18                           **Marcella Tran**

STATE AND CONSUMER SERVICES AGENCY

ARNOLD SCHWARZENEGGER, Governor

**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

1000 Broadway Street, Suite 701, Oakland, CA 94612  
22-2941 TTY (800) 700-2320 Fax (510) 622-2951  
dfeh.ca.gov



June 7, 2006

MARCELLA TRAN  
1505 25th Avenue  
San Francisco, CA 94612

RE: E200506M1763-00-prb  
TRAN/KAISER FOUNDATION HOSPITAL

Dear MARCELLA TRAN:

**NOTICE OF CASE CLOSURE**

The consultant assigned to handle the above-referenced discrimination complaint that was filed with the Department of Fair Employment and Housing (DFEH) has recommended that the case be closed on the basis of: An Administrative Decision.

Please be advised that this recommendation has been accepted and the case has been closed effective May 12, 2006.

This letter is also the Right-To-Sue Notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

If a federal notice of Right-To-Sue is wanted, the U.S. Equal Employment Opportunity Commission (EEOC) must be visited to file a complaint within 30 days of receipt of this DFEH *Notice of Case Closure* or within 300 days of the alleged discriminatory act, whichever is earlier.

Notice of Case Closure  
Page Two

DFEH does not retain case files beyond three years after a complaint is filed, unless the case is still open at the end of the three-year period.

Sincerely,

Allan H. Pederson  
District Administrator

cc: Case File

Malcolm Trifon  
Attorney  
KAISER FOUNDATION HOSPITAL  
1 Kaiser Plaza, Ste. 1906  
Oakland, CA 94612

DFEH-200-08b (06/06)  
MSIMMONA



**Superior Court of California, County of Alameda**



**Notice of Judicial Assignment for All Purposes**

Case Number: HG07329049  
Case Title: Tran VS Halvorson  
Date of Filing: 06/04/2007

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

**This case is hereby assigned for all purposes to:**

<b>Judge:</b>	<b>Kenneth Mark Burr</b>
<b>Department:</b>	<b>30</b>
<b>Address:</b>	<b>U.S. Post Office Building 201 13th Street Oakland CA 94612</b>
<b>Phone Number:</b>	<b>(510) 208-3926</b>
<b>Fax Number:</b>	<b>(510) 267-1510</b>
<b>Email Address:</b>	<b>Dept.30@alameda.courts.ca.gov</b>

Under direct calendaring, this case is assigned to a single judge for all purposes including trial.

**Please note: In this case, any challenge pursuant to Code of Civil Procedure §170.6 must be exercised within the time period provided by law. (See Govt. Code 68616(i); Motion Picture and Television Fund Hosp. v. Superior Court (2001) 88 Cal.App.4th 488, 494; and Code Civ. Proc. §1013.)**

IT IS THE DUTY OF EACH PLAINTIFF AND CROSS COMPLAINANT TO SERVE A COPY OF THIS NOTICE IN ACCORDANCE WITH LOCAL RULES.

**General Procedures**

All pleadings and other documents must be filed in the clerk's office at any court location except when the Court permits the lodging of material directly in the assigned department. All documents, with the exception of the original summons and the original civil complaint, shall have clearly typed on the face page of each document, under the case number, the following:

ASSIGNED FOR ALL PURPOSES TO  
JUDGE Kenneth Mark Burr  
DEPARTMENT 30

Counsel are expected to know and comply with the Local Rules of this Court, which are available on the Court's website at: <http://www.alameda.courts.ca.gov/courts/rules/index.shtml> and with the California Rules of Court, which are available at [www.courtinfo.ca.gov](http://www.courtinfo.ca.gov).

The parties are always encouraged to consider using various alternatives to litigation, including mediation and arbitration, prior to the Initial Case Management Conference. The Court may refer parties to alternative dispute resolution resources.

A courtesy copy of all filed briefs must be delivered directly to Department 30.

#### **Schedule for Department 30**

The following scheduling information is subject to change at any time, without notice. Please contact the department at the phone number or email address noted above if you have questions.

- Trials generally are held: Court Trials: Mondays through Thursdays at 9:45 a.m.
- Jury Trials: Mondays through Thursdays at 9:45 a.m.
- Master Trial Calendar: Fridays at 9:30 a.m.
- Case Management Conferences are held: Initial Case Management Conferences: Fridays at 9:15 a.m., 9:45 a.m., 10:45 a.m. and 11:15 a.m.
- Case Management Conference Continuances: Mondays through Thursdays at 9:15 a.m.
- Law and Motion matters are heard: Tuesdays and Wednesdays at 9:30 a.m.
- Settlement Conferences are heard: Fridays at 9:30 a.m., 10:00 a.m. and 10:30 a.m.
- Ex Parte matters are heard: Tuesdays and Thursdays at 9:00 a.m.
- For time-sensitive emergency applications, contact the Court by email to receive instructions on when the matter may be heard.

#### **Law and Motion Procedures**

To obtain a hearing date for a Law and Motion or ex parte matter, parties must contact the department as follows:

- Motion Reservations  
Email: Dept.30@alameda.courts.ca.gov  
Reservations by email only.
- Ex Parte Matters  
Email: Dept.30@alameda.courts.ca.gov  
Reservations by email only.

#### **Tentative Rulings**

The court will issue tentative rulings in accordance with the Local Rules. Tentative rulings

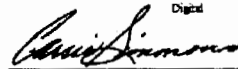
will become the Court's order unless contested in accordance with the Local Rules.  
Tentative rulings will be available at:

- Website: <http://www.alameda.courts.ca.gov/courts/DomainWeb>, Calendar Information for Dept. 30
- Cases Assigned to Judge Burr, Tentative Ruling Line before July 1, 2007: (510) 208-4931
- Cases Assigned to Judge Miller, Tentative Ruling Line before July 1, 2007: (510) 690-2709
- All cases, Tentative Ruling Line after July 1, 2007: 1-866-223-2244

Dated: 06/06/2007

Executive Officer / Clerk of the Superior Court

By

 Digital

Deputy Clerk

---

**CLERK'S CERTIFICATE OF MAILING**

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice by placing copies in envelopes addressed as shown on the attached Notice of Initial Case Management Conference and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 06/07/2007

By

 Digital

Deputy Clerk

ALTERNATIVE DISPUTE RESOLUTION  
INFORMATION PACKAGE  
Effective April 15, 2005

---

**Instructions to Plaintiff / Cross-Complainant**

In all general civil cases filed in the trial courts after June 30, 2001, the plaintiff is required to serve a copy of this ADR information package on each defendant.

California Rules of Court, Rule 201.9 (Excerpt)

(a) Each court must make available to the plaintiff, at the time of filing of the complaint, an Alternative Dispute Resolution (ADR) information package that includes, at a minimum, all of the following:

- (1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes . . .
- (2) Information about the ADR programs available in that court . . .
- (3) In counties that are participating in the Dispute Resolution Programs Act (DRPA), information about the availability of local dispute resolution programs funded under the DRPA . . .
- (4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.

(b) Court may make package available on Web site . . .

**(c) The plaintiff must serve a copy of the ADR information package on each defendant along with the complaint. Cross-complainants must serve a copy of the ADR information package on any new parties to the action along with the cross-complaint.**



## GENERAL INFORMATION ABOUT ADR

---

### Introduction to Alternative Dispute Resolution

Did you know that most civil lawsuits settle without a trial? And did you know that there are a number of ways to resolve civil disputes without having to sue somebody? These alternatives to a lawsuit are known as alternative dispute resolution (also called ADR). The most common forms of ADR are mediation, arbitration, and neutral evaluation. There are a number of other kinds of ADR as well.

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. In mediation, for example, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help parties resolve disputes without having to go to court.

ADR is not new. ADR is available in many communities through court-connected and community dispute resolution programs and private neutrals.

### Advantages of Alternative Dispute Resolution

ADR can have a number of advantages over a lawsuit:

- **ADR can be speedier.** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- **ADR can save money.** Court costs, attorney fees, and expert witness fees can be saved.
- **ADR can permit more participation.** With ADR, the parties may have more chances to tell their side of the story than in court and may have more control over the outcome.
- **ADR can be flexible.** The parties can choose the ADR process that is best for them.
- **ADR can be cooperative.** In mediation, for example, the parties having a dispute may work together with the neutral to resolve the dispute and agree to a remedy that makes sense to them, rather than work against each other.
- **ADR can reduce stress.** There are fewer, if any, court appearances. And because ADR can be speedier, cheaper, and can create an atmosphere in which the parties are normally cooperative, ADR is easier on the nerves. The parties don't have a lawsuit hanging over their heads. For all the above reasons, many people have reported a high degree of satisfaction with ADR.

Because of these advantages, many parties choose ADR to resolve a dispute instead of filing a lawsuit. Even when a lawsuit has been filed, ADR can be used before the parties' positions harden and the lawsuit becomes costly. ADR has been used to resolve disputes even after a trial, when the result is appealed.

### Disadvantages of Alternative Dispute Resolution

ADR may not be suitable for every dispute.

If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure and review for legal error by an appellate court.

There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

The neutral may charge a fee for his or her services.

If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

Lawsuits must be brought within specified periods of time, known as statutes of limitations. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

### **Three Common Types of Alternative Dispute Resolution**

This section describes the forms of ADR most often found in the California state courts and discusses when each may be right for a dispute.

#### ***Mediation***

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the mediator does not decide how the dispute is to be resolved; the parties do.

Mediation is a cooperative process in which the parties work together toward a resolution that tries to meet everyone's interests, instead of working against each other where at least one party loses. Mediation normally leads to better relations between the parties and to resolutions that hold up. For example, mediation has been very successful in family disputes, particularly with child custody and visitation.

Mediation is particularly effective when the parties have a continuing relationship, like neighbors or business people. Mediation also is very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to let out their feelings and find out how they each see things.

Mediation may not be a good idea when one party is unwilling to discuss a resolution or when one party has been a victim of the other or has unequal bargaining power in the mediation. However, mediation can be successful for victims seeking restitution from offenders. A mediator can meet with the parties separately when there has been violence between them.

#### ***Arbitration***

In arbitration, a neutral (the arbitrator) reviews evidence, hears arguments, and makes a decision (award) to resolve the dispute. Arbitration normally is more informal and much speedier and less expensive than a lawsuit. Often a case that may take a week to try in court can be heard by an arbitrator in a matter of hours, because evidence can be submitted by documents (like medical reports and bills and business records) rather than by testimony.

There are two kinds of arbitration in California: (1) Private arbitration, by agreement of the parties involved in the dispute, takes place outside of the courts and is normally binding. In most cases "binding" means that the arbitrator's decision (award) is final and there will not be a trial or an appeal of that decision. (2) "Judicial arbitration" takes place within the court process and is not binding unless the parties agree at the outset to be bound. A party to this kind of arbitration who does not like a judicial arbitration award may file a request for trial with the court within a specified time. However, if that party does not do better in the trial than in arbitration, he or she may have to pay a penalty.

Arbitration is best for cases where the parties want a decision without the expense of a trial. Arbitration may be better than mediation when the parties have no relationship except for the dispute.

Arbitration may not be a good idea when the parties want to decide on the outcome of their dispute themselves.

#### ***Neutral Evaluation***

In evaluation, a neutral (the evaluator) gives an opinion on the strengths and weaknesses of each party's evidence and arguments and makes an evaluation of the case. Each party gets a chance to present his or her side and hear the other side. This may lead to a settlement or at least help the parties prepare to resolve the dispute later on. If the neutral evaluation does not resolve the dispute, the parties may go to court or try another form of ADR.

Neutral evaluation, like mediation, can come early in the dispute and save time and money.

Neutral evaluation is most effective when a party has an unrealistic view of the dispute, when the only real issue is what the case is worth, or when there are technical or scientific questions to be worked out.

Neutral evaluation may not be a good idea when it is too soon to tell what the case is worth or if the dispute is about something besides money, like a neighbor playing loud music late at night.

## Other Types of Alternative Dispute Resolution

There are several other types of ADR besides mediation, arbitration, and neutral evaluation. Some of these are conciliation, settlement conferences, fact-finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR methods. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

The selection of a neutral is an important decision. There is no legal requirement that the neutral be licensed or hold any particular certificate. However, some programs have established qualification requirements for neutrals. You may wish to inquire about the qualifications of any neutral you are considering.

Agreements reached through ADR normally are put in writing by the neutral and, if the parties wish, may become binding contracts that can be enforced by a judge.

You may wish to seek the advice of an attorney about your legal rights and other matters relating to the dispute.

## Help Finding an Alternative Dispute Resolution Provider in Your Community

To locate a dispute resolution program or private neutral in your community:

- **Visit the Court's Web site.** The Alameda County Superior Court maintains a list of court-connected mediators, neutral evaluators, and private arbitrators at <http://www.co.alameda.ca.us/courts/adr.htm>.
- **Contact the Small Claims Court Legal Advisor.** The small claims legal advisor for Alameda County is located at the Wiley W. Manúel Courthouse, Self-Help Center. The phone number is 510-268-7665.
- **Visit the California Department of Consumer Affairs' Web site.** The Department of Consumer Affairs (also called the DCA) has posted a list of conflict resolution programs throughout the state. The list can be found at [http://www.dca.ca.gov/r\\_r/mediati1.htm](http://www.dca.ca.gov/r_r/mediati1.htm)

You can also call the Department of Consumer Affairs, Consumer Information Center, at 800-952-5210.

- **Contact your local bar association.** You can find a list of local bar associations in California on the State Bar Web site at <http://www.calbar.org/2lin/2bar.htm>.

If you cannot find a bar association for your area on the State Bar Web site, check the yellow pages of your telephone book under "Associations."

- **Look in the yellow pages of your telephone book under "Arbitrators" or "Mediators."**
- **Automotive Repair, Smog Check:** The California Bureau of Automotive Repair (also known as BAR) offers a free mediation service for consumers who are dissatisfied with an auto repair or a smog check, or who dispute an invoice for such services. BAR registers and regulates California automotive repair facilities and licenses smog, lamp, and brake inspection stations. Learn more at <http://smogcheck.ca.gov/smogweb/geninfo/otherinfo/mediation.htm> or call 800-952-5210.
- **Attorney Fees:** The State Bar of California administers a mandatory fee arbitration program to resolve attorney fee disputes between lawyers and their clients. The program is an informal, low-cost forum and is mandatory for a lawyer if a client requests it. Mediation of attorney fees disputes may also be available in some areas of California. Learn more at <http://www.calbar.org/2bar/3arb/3arbdndx.htm> or call 415-538-2020.

## **DISPUTE RESOLUTION PROGRAMS IN ALAMEDA COUNTY**

---

### **Mediation Services**

**222278 Redwood Road, Castro Valley, CA 94546**

Phone: (510) 733-4940 fax: (510) 733-4945

Provides a panel of mediators to assist in the process of reaching an agreement in the areas of Neighborhood Disputes, Child Custody, Divorce, Parent/Teel Conflicts, Home Owners Association, Business, Real Estate, Employer/Employee, and Fremont Rent Increases.

### **East Bay Community Mediation**

**1968 San Pablo Avenue, Berkeley, CA 94702-1612**

Phone: (510) 548-2377 fax: (510) 548-4051

EBCM is a community-based mediation program created by the union of Berkeley Dispute Resolution Service and Conciliation Forums of Oakland. EBCM offers counseling on options and approaches to resolving a dispute, mediation, large-group conflict facilitation, and conflict resolution skills workshops.

### **Catholic Charities of the East Bay: Oakland – Main Office**

**433 Jefferson Street, Oakland, CA 94607**

Phone: (510) 768-3100 fax: (510) 451-6998

Mediators are responsible for mediation sessions involving the youth, victim and family members to work towards a mutually agreeable restitution agreement. Also provide free workshops in anger management and mediation.

### **Center for Community Dispute Settlement**

**1789 Barcelona Street, Livermore, CA 94550**

Phone: (925) 373-1035

Provides services in Tri-Valley for all of Alameda County. Program goals are to increase the number of court cases resolved, mediating small claims cases four days per week, and training youth in listening and conflict resolution skills.

### **California Lawyers for the Arts: Oakland Office**

**1212 Broadway Street, Suite 837, Oakland, CA 94612**

Phone: (510) 444-6351 fax: (510) 444-6352

This program increases the resolution of arts related disputes such as artistic control, ownership of intellectual property, credit for work performed or produced and contract issues, through the use of alternative dispute resolution. It also increases the capacity to provide services for counseling, conciliation and administration of mediation, arbitration and meeting facilitation.



**ALAMEDA COUNTY SUPERIOR COURT  
ADR PROGRAM**

---

**ADR Program Administrator**

Pursuant to California Rule of Court 1580.3, the presiding judge of the Superior Court of California, County of Alameda has designated Benjamin D. Stough, Berkeley Trial Court Administrator, to serve as ADR program administrator.

A Plaintiff may elect, the parties may stipulate or a judge may refer a case to Judicial Arbitration. The Judicial Arbitration Program Coordinator may be contacted at (510) 670-6646.

**The Judicial Arbitration Process**

**Appointment of Arbitrator** (must be appointed within 30 days after referral per *CRC 1605*).

- ⇒ Parties mailed list of five names from which to select. (List mailed within 5-10 business days after receipt of referral).
- ⇒ Each party may reject one of the names listed (10 calendar days per *CRC 1605a*)
- ⇒ The administrator randomly appoints the arbitrators from the names remaining on the list. If only one remains then is deemed appointed.

**Assignment of Case** (*CRC 1605a(4)*)

- ⇒ Within 15 days of notice of the appointment, the arbitrator shall contact parties in writing about time, date, and place of the hearing. The parties shall receive at least 30 days notice prior to the hearing.

**Hearings** (*CRC 1611*)

- ⇒ Shall be scheduled so as to be completed not less than 35 days nor more than 90 days from the date the arbitrator was assigned. For good cause shown, the case may be continued an additional 90 days by the Case Management Judge.

**Award of Arbitrator** (*CRC 1615b & c*)

- ⇒ Arbitrator must file an award within 10 days after conclusion of the arbitration hearing. The court may allow 20 additional days upon application of arbitrator in cases of unusual length or complexity.
- ⇒ Within 30 days of the filing of the award the parties may file a Request for Trial de Novo. The clerk shall enter the award as a judgment after 30 days provided a Trial de Novo has not been filed.

**Return of Case to Court**

- ⇒ Upon Filing of Trial de Novo the action is returned to Case Management Judge for further proceedings. (*CRC 1616 & Local Rule 6.4*)
- ⇒ If Trial de Novo is not filed then judgment is entered and the Case Management Judge is notified (*CRC 1615c & Local Rule 6.6*)
- ⇒ If parties indicate a settlement then case is returned to Case Management Judge and case is continued 45 days for an Order to Show Cause RE filing a dismissal. (*Local Rule 6.6*)



## SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

<input type="checkbox"/> Allen E. Broussard Justice Center 600 Washington Street, Oakland, CA 94707	<input type="checkbox"/> Berkeley Courthouse 2000 Center Street, 2 <sup>nd</sup> Fl., Berkeley, CA 94704	<input type="checkbox"/> George E. McDonald Hall of Justice 2233 Shoreline Drive, Alameda, CA 94501
<input type="checkbox"/> Fremont Hall of Justice 39439 Paseo Padre Parkway, Fremont, CA 94538	<input type="checkbox"/> Gale/Schenone Hall of Justice 5672 Stoneridge Drive, Pleasanton, CA 94588	<input type="checkbox"/> Wiley W. Manuel Courthouse 661 Washington Street, Oakland, CA 94607
<input type="checkbox"/> Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544	<input type="checkbox"/> René C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	

Case No.: \_\_\_\_\_

Plaintiff

vs.

STIPULATION FOR ALTERNATIVE  
DISPUTE RESOLUTION (ADR)

Defendant

The parties by and through their attorneys of record hereby stipulate to submit the within  
controversy to the following Alternative Dispute Resolution process:

---



---



---

## ORDER

The foregoing stipulation having been read and considered, and good cause appearing, now therefore,

IT IS SO ORDERED.

IT IS FURTHER ORDERED that the matter be set for Order to Show Cause Hearing RE:

Dismissal on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in Department \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

(SEAL)

1 CHARLES J. KATZ, ESQ. (SBN: 68459)  
475 El Camino Real, Suite 300  
2 Millbrae, California 94030  
Telephone: (650) 692-4100  
3 Facsimile: (650) 692-2900

4 Attorney for Plaintiff  
MARCELLA TRAN  
5  
6  
7

**ENDORSED  
FILED  
ALAMEDA COUNTY**

JUL 12 2007

CLERK OF THE SUPERIOR COURT  
By Cecilia Anchundo, Deputy

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF ALAMEDA  
10

11 MARCELLA TRAN

Case No. HG07329049

12 Plaintiff,

**AMENDMENT TO COMPLAINT**

13 vs.

14 GEORGE HALVORSON,  
CEO/CHAIRMAN, KAISER  
15 PERMANENTE; KAISER PERMANENTE  
(OAKLAND); BETTIE COLES; RICHARD  
16 SIMMS; PATRICIA HERNANDEZ;  
BRENDA ROBINSON; MILTON  
17 AQUINO; EARLENE PERSON;  
YOLANDA CHAVEZ; SAL CURSIO AND  
18 DOES 1 through 20, Inclusive.

19 Defendants  
20 \_\_\_\_\_/

21 Plaintiff has now discovered that she designated a Defendant in the Complaint by an  
22 incorrect name. Plaintiff hereby amends the Complaint to substitute the correct name for the  
23 incorrect name wherever it appears in the Complaint

24 Correct Name

Incorrect Name

25 Kaiser Foundation Hospital

to substitute for:

Kaiser Permanente.

26  
27 Amendment to Complaint  
28

Correct Name

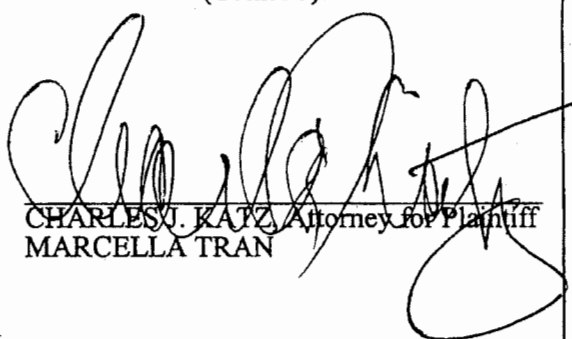
Incorrect Name

Kaiser Foundation Hospital

to substitute for:

Kaiser Permanente  
(Oakland).

Date: July 5, 2007

  
CHARLES J. KATZ, Attorney for Plaintiff  
MARCELLA TRAN

Amendment to Complaint

# EXHIBIT B

# **Health Care Workers Union Local 250**

**SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO**

**SEIU  
250**



**Health Care  
Workers Union**  
Leading the Way

---

## **Collective Bargaining Agreement With**

---



**KAISER PERMANENTE**  
  
**of**  
**Northern California**

**Effective October 1, 2000**



TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE I	PURPOSE OF AGREEMENT	1
ARTICLE II	SCOPE OF AGREEMENT	1
	Section 1 - Jurisdiction of Agreement	
	Section 2 - Subcontracting	
ARTICLE III	RECOGNITION AND UNION SECURITY	3
	Section 1 - Recognition	
	Section 2 - Union Membership	
	Section 3 - Hiring	
	Section 4 - Notification of New Employees	
	Section 5 - Checkoff	
	Section 6 - Employer Indemnification	
	Section 7 - Volunteers	
ARTICLE IV	UNION AND MANAGEMENT RESPONSIBILITY	5
	Section 1 - Management Rights	
	Section 2 - Agreed Objectives	
	Section 3 - Working Conditions	
ARTICLE V	DISCRIMINATION	6
	Section 1 - Scope	
	Section 2 - Wage Equality	
ARTICLE VI	SENIORITY	7
	Section 1 - Definition of Bargaining Unit Seniority	
	Section 2 - Seniority Lists	
	Section 3 - Order of Application	
	Section 4 - Work Force Adjustments and Transition	
	Section 5 - Temporary Reductions in Work Schedules	
	Section 6 - Mechanization	
	Section 7 - Promotions, Transfers and Seniority	
	Section 8 - Job Posting	
	Section 9 - Assignment of Casual Hours	

ARTICLE VII	HOURS OF EMPLOYMENT	14
	Section 1 - Intent of Article	
	Section 2 - Normal Work Week	
	Section 3 - Scheduling	
	Section 4 - Float Differential	
	Section 5 - Workload Distribution	
	Section 6 - Distribution of "Standby" Time, Overtime and Additional Hours	
	Section 7 - Split Shifts	
	Section 8 - Rest Periods	
ARTICLE VIII	OVERTIME AND ALLOWED TIME	19
	Section 1 - Intent of Article	
	Section 2 - Definition of Terms	
	Section 3 - Overtime Rates	
	Section 4 - "Standby" Pay and Duty	
	Section 5 - Reporting Pay	
	Section 6 - Call-in on Scheduled Day Off	
	Section 7 - Calculation of Allowed Time	
	Section 8 - Non-Duplication of Overtime	
ARTICLE IX	SHIFT PREMIUM	22
ARTICLE X	TYPES OF EMPLOYEES	23
	Section 1 - Regular (R) Employees	
	Section 2 - Short-Hour (S), Temporary (T) and Casual (C) Employees	
	Section 3 - Pay in Lieu of Benefits	
	Section 4 - Service Date Commencement	
	Section 5 - Tenure Service Credit	
ARTICLE XI	WAGE RATES	25
	Section 1 - Schedule of Wages	
	Section 2 - Premium Employees	
	Section 3 - Pay Day	
	Section 4 - Automatic Paycheck Deposit	
	Section 5 - Effective Date of Tenure Increases	
	Section 6 - Tenure Step/Experience Credit	
	Section 7 - Job Descriptions	

	Section 8 - Classification Review Requests	
	Section 9 - Maintenance, Service and Technical Classifications	25
	Section 10 - Clerical Classifications	
ARTICLE XII	HOLIDAYS	30
	Section 1 - Holidays Observed	
	Section 2 - Conditions of Observance	
	Section 3 - Birthday Holiday	
	Section 4 - Float Holiday	
	Section 5 - Holidays, Regular Full-time Employees, Eligibility	
	Section 6 - Holidays, Regular Full-time Employees, Compensation	
	Section 7 - Holidays, Regular Part-time Employees	
	Section 8 - Holiday Pay, Short-Hour, Temporary and Casual Employees	
	Section 9 - Compensatory Time Off	
	Section 10 - Overtime Calculation	
	Section 11 - Holiday Scheduling	
	Section 12 - Observation, Sunday Holidays	
	Section 13 - Definition of Pay	
ARTICLE XIII	VACATIONS	35
	Section 1 - Vacation Pay	
	Section 2 - Vacation Scheduling	
	Section 3 - Call-Back	
	Section 4 - Radiologic Technologist Special Compensation	
	Section 5 - Vacation Pay for Terminated Employees	
ARTICLE XIV	PERQUISITES	37
	Section 1 - Room and Personal Laundry	
	Section 2 - Uniforms	
	Section 3 - Meals	
	Section 4 - Mileage	
ARTICLE XV	SICK LEAVE	38
	Section 1 - Accumulation	
	Section 2 - Pay	

	Section 3 - Applicability	
	Section 4 - Holiday During Sick Leave	
	Section 5 - Integration With Disability and Workers' Compensation	
	Section 6 - Return From Sick Leave	
	Section 7 - Employee Requests for Data	
ARTICLE XVI	LEAVES OF ABSENCE	41
	Section 1 - Emergency Situations	
	Section 2 - Non-Industrial Disability	
	Section 3 - Written Confirmation	
	Section 4 - Insurance Benefits During Leave of Absence	
	Section 5 - Industrial Disability	
	Section 6 - Return From Leave	
	Section 7 - Modified Work Plans	
ARTICLE XVII	BEREAVEMENT LEAVE	43
ARTICLE XVIII	PAID EDUCATIONAL LEAVE	44
	Section 1 - Eligible Employees	
	Section 2 - Eligible Programs	
	Section 3 - Administration	
	Section 4 - Hours Paid	
	Section 5 - Night Shift Employees	
ARTICLE XIX	IN-SERVICE EDUCATION	46
ARTICLE XX	TRAINING COMMITTEE	47
ARTICLE XXI	JURY DUTY PAY	47
ARTICLE XXII	INSURANCE BENEFITS	48
	Section 1 - Health Insurance	
	A. Description of Coverage	
	B. Eligible Dependents	
	C. Maintenance of Benefits	
	D. Effective Date of Coverage	
	E. Change in Plans	

	F. Ineligible Dependents	
	G. Retiree Coverage	
	Section 2 - Life Insurance	
	Section 3 - Dental Insurance	
	A. Basic Coverage	
	B. Claims Disputes	
	C. Orthodontia Coverage	
	D. Coordination of Benefits	
	Section 4 - Short Hour Employee's Coverage	
	Section 5 - Complete Details on Benefits	
ARTICLE XXIII	DOMESTIC PARTNER COVERAGE	52
ARTICLE XXIV	ANNUAL PHYSICAL EXAMINATIONS	53
ARTICLE XXV	UNEMPLOYMENT COMPENSATION	54
ARTICLE XXVI	PENSIONS	54
	Section 1 - Participation	
	Section 2 - Service	
	Section 3 - Credited Service	
	Section 4 - Eligibility for and Amount of Benefits	
	A. Normal Retirement	
	B. Postponed Retirement	
	C. Early Retirement	
	D. Disability Retirement	
	E. Deferred Vested Pension	
	F. Survivor Annuity	
	G. Other Pensions	
	H. Manner of Payment	
	I. Reinstatement of Benefits	
	Section 5 - Voluntary Employee Contributions	
	Section 6 - Cost	
	Section 7 - Administration	
	Section 8 - Salary Deferral Retirement Plan	
ARTICLE XXVII	CHILD CARE	58
ARTICLE XXVIII	CONSCIENTIOUS OBJECTION	58
ARTICLE XXIX	UNION BUSINESS	59



ARTICLE XXX	DISPUTES	60
	Section 1 - Work Stoppages	
	Section 2 - Probationary Period	
	Section 3 - Definition of Grievance	
	Section 4 - Discussion of Request or Complaint	
	Section 5 - Grievance Procedure	
	Section 6 - General Provisions	
	Section 7 - Modification of Procedure	
	Section 8 - Discipline	
	A. Just Cause	
	B. Patient and Physician Complaints	
	C. Warning Letters and Performance Evaluations	
	D. Orientation	
	E. Performance/Production Standards	
ARTICLE XXXI	CONFIDENTIALITY OF MEDICAL RECORDS	65
ARTICLE XXXII	JOINT CONFERENCE ON SERVICE-RELATED ISSUES	65
ARTICLE XXXIII	COMPETITIVE WAGE REVIEW AND EQUITY ADJUSTMENTS	66
ARTICLE XXXIV	LABOR-MANAGEMENT COMMON INTEREST FORUM	67
ARTICLE XXXV	SAVINGS CLAUSE	68
ARTICLE XXXVI	DURATION OF AGREEMENT	68
APPENDIX A	WAGE ADMINISTRATIVE PRACTICES	71
	Section 1 - Wage Structure Definitions	
	Section 2 - Geographic Area Definitions	
	Section 3 - Administration of Wage Structure "A"	
	Section 4 - Administration of Wage Structures "B-1" and "B-2"	
	Section 5 - Selection of Employees and Wage Structures	
	Section 6 - Special Classifications at Vallejo, Napa and Fairfield	
APPENDIX B	LIST OF CLASSIFICATIONS	80

APPENDIX C	POSITION SPECIFICATIONS	84
APPENDIX D	WAGE RATES - 1998, 1999, 2000	108
APPENDIX E	SHIFT DIFFERENTIAL / TENURE STEP / EXPERIENCE CREDIT IN LIEU OF BENEFITS	185
APPENDIX F	RETRAINING COMMITTEE	187
APPENDIX G	BILINGUAL ASSIGNMENTS	188
APPENDIX H	EXCERPT FROM JULY 20, 1972 LETTER OF AGREEMENT INCLUDED FOR REFERENCE IN ARTICLE XI -WAGE RATES, SECTION 9, NEWLY-LICENSED LVNs	189
APPENDIX I	SERVICE PERFORMANCE PAY PROGRAM - PILOT PROJECT	190
APPENDIX J	JOINT TRAINING INSTITUTE ON UNION/MANAGEMENT RELATIONS (PILOT)	193
APPENDIX K	MEMBER FOCUSED CARE INITIATIVE	195
INDEX	ALPHABETICAL LISTING BY TOPIC AREA	198

## AGREEMENT

THIS AGREEMENT made and entered into as of the 1<sup>st</sup> day of **October 2000** by and between the KAISER FOUNDATION HOSPITALS, THE PERMANENTE MEDICAL GROUP, INC., and KAISER FOUNDATION HEALTH PLAN, (hereinafter referred to as the "Employer") and the SEIU, Local 250, HEALTH CARE WORKERS' UNION, affiliated with the AFL-CIO (hereinafter referred to as the "Union").

## WITNESSETH:

That the parties hereto have agreed as follows:

### ARTICLE I - PURPOSE OF AGREEMENT

1. It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering the rates of pay, hours of work and conditions of employment between the parties.

### ARTICLE II - SCOPE OF AGREEMENT

#### Section 1 - Jurisdiction of Agreement

2. This Master Agreement covers the following:
3. All of the Employer's employees presently represented by the Union.
4. Employees in existing facilities not presently represented by any Union in the event a majority of such employees in any appropriate bargaining unit in any individual facility express a desire to be represented by the Union; provided, however that any such employees who at the time do not desire to become members of the Union shall be exempted from the provisions of Article III, Section 2 hereof.
5. Employees in classifications covered by this Agreement in any new facility in California north of the Tehachapi line; provided, however, that the Master Agreement provisions dealing with wages and benefits covering the employees of such new facilities shall not apply and such matters shall be subject to negotiations between the Employer and the Union.

6. In the event a new facility is opened which is connected to or is adjacent to an existing facility where employees are represented by another Union or in the event there is a combination of present facilities where employees in one of the combining existing facilities are represented by another Union, an appropriate procedure shall be agreed upon by which the matter of representation of such employees can be resolved.
7. Under no circumstances will the provisions of this Agreement apply to Registered Nurses, Supervisors, Confidential Employees and Stationary Engineers.
8. The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge or otherwise change status; and it is not its policy to establish jobs or job titles for the purpose of excluding such employees from the unit as established in Article II, Section 1 of this Agreement.
9. The Employer and the Union agree that no jurisdiction over any group of employees shall be surrendered to any other union during the life of this Agreement except by mutual agreement of the parties hereto.

#### Section 2 - Subcontracting

10. The Union recognizes that the Employer has the obligation to provide effective health care in as efficient a manner as possible. The Employer recognizes that the Union has the obligation to protect the rights of Union members. To this end, they jointly establish procedures for subcontracting work which has traditionally been performed by bargaining unit employees to an outside shop or agency, and/or for bringing in temporary employees from an outside shop or agency.
11. Before subcontracting bargaining unit work which is expected to last less than ninety (90) days, the Employer shall first offer the work to existing bargaining unit employees within the facility. If there is an additional need for work after the work is offered to employees within the facility, the work shall be offered to bargaining unit employees from other facilities who have submitted a written request to be considered for additional work. Such written request shall be sent to the facility(s) at which the employee has an interest in accepting additional work. Such written request shall be valid for a period of ninety (90) days and will be maintained in the Personnel Office of the facility where the employee desires extra work. Disputes under this paragraph shall be subject to the grievance procedure.

12. For the subcontracted work which is expected to last more than ninety (90) days, the Employer shall notify the Union at least thirty (30) days prior to such subcontracting, and the Employer and the Union shall discuss the circumstances resulting in the decision for such subcontracting including the impact, if any, it will have on existing employees.
13. Following the procedures outlined in the preceding paragraph, the Union may appeal the Employer's decision directly to arbitration and the arbitrator shall determine if the Employer's decision was logical in light of the mutual obligations set forth in this Section.

### ARTICLE III - RECOGNITION AND UNION SECURITY

#### Section 1 - Recognition

14. The Employer recognizes the Union as the exclusive bargaining agency of the employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, hours of work and working conditions.

#### Section 2 - Union Membership

15. Not later than the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union paying the periodic dues and initiation fees uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, or, if the employee objects to the payment of that agency fee, such employee shall as a condition of employment pay that portion of the agency fee that is related to the Union's representation costs.
16. Employees who are required hereinunder to maintain membership, or the payments described in Paragraph 15 above, and fail to do so and employees who are required hereinunder to join the Union and fail to do so shall, upon notice of such action in writing from the Union to the Employer, be replaced by a competent employee whenever such competent employee is available. The Employer shall be the sole judge of the competency of such employees.



### Section 3 - Hiring

17. When vacancies occur in positions subject to this Agreement, the Employer shall notify the Union and shall afford it an opportunity to send applicants for the position. The Employer will notify the Union of any position openings prior to other recruitment efforts being made in an attempt to fill the specific position with outside applicants. The Employer may likewise consider other applicants for the position who may or may not be members of the Union. The Employer may employ the person who, in its judgment, will make the best employee. The Employer shall be the sole judge of the fitness of any applicant.

### Section 4 - Notification of New Employees

18. At the time a new employee is hired who will be subject to this Agreement, the Employer shall deliver to the employee a written notice stating that the Employer recognizes the Union as the collective bargaining agent for the employees covered by the Agreement and quoting or paraphrasing the provisions of Article III of this Agreement. At the time of hire, each new employee shall be given a copy of the Collective Bargaining Agreement. The cost of issuing such agreements shall be shared equally by the Employer and the Union. Not later than the tenth (10th) of the following month the Employer shall supply the Union with the names, addresses and classifications of work of new employees and the names of employees terminated. The Employer will, at the time of hire, distribute packets of information to new hires which have been prepared by the Union and furnished to the Personnel office.

### Section 5 - Checkoff

19. The Employer shall deduct from each employee's wages the amount of Union dues and initiation fees, as specified by the Union, of all employees covered by this Agreement who have voluntarily provided the Employer with a written assignment authorizing such deductions. Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written assignment or within a fifteen (15) day period prior to the termination date of the current Collective Bargaining Agreement between the Employer and the Union, whichever occurs sooner.

### Section 6 - Employer Indemnification

20. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list or certificate which shall have been furnished to the Employer under any of such provisions.

### Section 7 - Volunteers

21. The volunteer's role in the Medical Centers is to provide services to patients that may not otherwise be offered. Volunteers will not be assigned to replace or be used in lieu of Union personnel in the performance of the typical duties of their classification.

#### ARTICLE IV - UNION AND MANAGEMENT RESPONSIBILITY

##### Section 1 - Management Rights

22. The Union recognizes that the Employer has the duty and the right to manage the Hospital and clinics and to direct the working forces. This includes the right to hire, transfer, promote, demote, layoff, discipline and discharge employees, subject to the terms of this Agreement and the grievance procedure.

##### Section 2 - Agreed Objectives

23. The Union agrees with the objectives of achieving the highest level of employee performance and production consistent with safety, good health and sustained effort, and the Union and Employer will use their best efforts to effectuate this objective.
24. The Union and the Employer agree that all Kaiser Permanente employees, physicians, managers, field representatives, human resource representatives and labor relation representatives will treat each other, regardless of position or profession, with dignity, respect, courtesy and trust. The foregoing principles shall also apply in providing service to patients and visitors. **By creating an environment of mutual trust and respect, recognizing each person's expertise, knowledge and value, and providing training and education to expand those capabilities, we can achieve our common goals of achieving organizational success and creating a challenging work environment. This agreement, in conjunction with the National Agreement, jointly initiates a wide array of activities designed to increase employee skills training, growth and development, and learning opportunities.**

##### Section 3 - Working Conditions

25. The Employer shall provide reasonable and safe working conditions consistent with accepted standards for the nature of the process and work performed. Work assignments shall be made only if they are in accordance with this principle. Work conditions which appear to be inconsistent with this principle may be brought to the attention of the area supervisor by any employee; and if the supervisor is unable to resolve the problem, it may be submitted for

investigation by the facility safety committee. Thirty (30) days following ratification of this Agreement the Union shall designate an employee representative to be assigned to the Facilities Safety Committee. Such attendance on safety committees shall not result in loss of pay to employees.

## ARTICLE V - DISCRIMINATION

### Section 1 - Scope

26. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union, and the Union agrees that employees covered hereby shall be admitted to membership without discrimination. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, color, religion, national origin age, sex or political affiliation. It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, age, sex, sexual orientation, political affiliation, marital status, handicapped, medical condition, disabled veteran, and veterans of the Vietnam era as defined by Federal and State laws.

### Section 2 - Wage Equality

27. There shall be no distinction between the wages paid to men and the wages paid to women for the performance of comparable quality and quantity of work on the same or similar jobs.

## ARTICLE VI - SENIORITY

### Section 1 - Definition of Bargaining Unit Seniority

28. Bargaining unit seniority for all employees shall be defined as the employee's most recent date of hire into a bargaining unit position. Bargaining unit seniority date shall not be adjusted for leaves of absence as specified in Article XVI.

### Section 2 - Seniority Lists

29. Seniority lists of employees will be maintained within the department and shall be provided to the Union Representative, his/her designee or concerned employees upon request.

Section 3 - Order of Application

30. Seniority shall be applied in the following order except for filling vacant positions, as described in Article VI, Section 4:
1. All Regular employees in department.
  2. All eligible Short-Hour employees in department.
  3. All Regular employees in facility.
  4. All eligible Short-Hour employees in facility.
  5. All Regular employees in bargaining unit.
  6. All eligible Short-Hour employees in bargaining unit.
  7. All Casual, ineligible Short-Hour, Temporary employees in department.
  8. All Casual, ineligible Short-Hour, Temporary employees in facility.
  9. All Casual, ineligible Short-Hour, Temporary employees in bargaining unit.
31. All Short-Hour Employees must work three hundred (300) hours in Short-Hour status to qualify as an eligible Short-Hour employee regardless of prior status, except those who have already been classified as an eligible Short-Hour employee at any time in the past.

Section 4 - Work Force Adjustments and Transition

32. To address restructuring efforts and issues of work force adjustments and transitions, the parties agree to the following:

The Employer will provide the employee and the Union with sixty-(60) days written notice of decisions to permanently layoff Regular and Short-Hour employees. A permanent layoff is defined as a reduction in force of more than 30 days. Prior to implementation of such layoff, the Employer will meet with the Union to identify positions to be eliminated, the seniority of affected employees, the present work schedule, the proposed work schedule, and the date(s) of layoff. Additionally, the parties will meet and confer to discuss alternatives to layoffs that will minimize the impact on employees. Such discussions may include consideration of hiring freezes, early retirement for eligible retirees, leaves of absence, reduction of hours, transfers to other departments or facilities, reduction in utilization of contractual and temporary employees or any other alternative(s) that meet management established operational objectives prior to the designated date(s) of layoff. Any agreement

or alternatives to layoffs prior to the designated date(s) of layoff, if any, shall be in writing and enforceable under the terms of this Agreement. Additionally, when layoffs are necessary, the Employer agrees to work with Local 250



representatives to obtain available federal and state training and development funding to assist laid off workers in securing employment outside the Kaiser Permanente Medical Care Program.

If it is necessary to reduce force, the principle of bargaining unit seniority in each department and craft shall govern provided merit and ability are adequate. Employees who are transferred to a lower rated job as a result of a reduction in force shall receive the step rate which is equal to or next below his/her former rate (See Transition Assistance Program package for special instructions on red circling employee wages). In addition, he/she shall receive credit for time spent in his/her assigned step rate of his/her former classification in determining his/her eligibility date for future step rate increases in his/her new classification unless the employee was receiving the maximum step rate of his/her classification at the time of transfer. Regular and eligible Short-Hour employees who are laid off shall be given preference region-wide for posted vacancies at department, facility and bargaining unit levels as follows:

1. All Regular employees in the department.
2. All Regular laid off employees in the region.
3. All eligible Short-Hour employees in the department.
4. All laid off eligible Short-Hour employees in the region.
5. All Regular employees in facility.
6. All eligible Short-Hour employees in facility.
7. All Regular employees in bargaining unit.
8. All eligible Short-Hour employees in bargaining unit.
9. All casual, ineligible Short-Hour, temporary employees in department.
10. All casual, ineligible Short-Hour temporary employees in facility.
11. All casual, ineligible Short-Hour temporary employees in bargaining unit.

The provisions of Article VI, Section 8 - Job Posting, shall be applicable for the purpose of administering this paragraph.

33. To be eligible to bid for vacant positions, laid off employees must submit a transfer request for vacancies and meet the posted qualifications of the position, or meet the qualifications within the training period set forth in Paragraph 35. Such transfer requests shall be valid until the employee meets the conditions set forth in A, B, C, and D below. Regular or Short-Hour employee who has been laid off from a department or whose status has been changed due to a reduction in force for lack of work, shall retain bidding rights of the status and amount of seniority in department, facility and bargaining unit respectively which the employee has prior to the layoff for:

- A. Twelve (12) months, or;



- B. Until the employee has been placed in a permanent position on the same status within one position grade of the position held prior to the layoff in another department, or; (Note: Work Force Adjustment Committee referenced in the Side Letter of Agreement will determine the number of opportunities an employee shall have to reject offers of employment.)
  - C. Until the employee accepts a position for which training is provided under the terms of this Article, or;
  - D. Until the employee has refused recall to a position of the same status within one position grade of that held prior to layoff in their previous department, whichever occurs first.
34. In recalling from layoff, the last laid off person remaining on the layoff status in each department and craft shall be the first recalled for available work to include casual and temporary assignments. Except as provided above, all the other provisions in the application of seniority and promotion shall apply.
35. Employees who have received notice of layoff, have asserted their "laid off" seniority rights, and applied for a vacant position at the facility or bargaining unit level as provided for in Paragraph 32 above, shall be given on-the-job training necessary to meet the minimum qualifications of the posted position. Such on-the-job training shall be determined by the Employer and shall not be in excess of 160 hours.

Regular and Short-Hour employees who have received written notice of layoff and have asserted their "laid off" seniority rights for a position for which the training period will not allow them to meet the minimum qualifications of the posted position, or who after the maximum training period fail to meet the minimum qualifications of the posted position, or who are within a targeted group and have volunteered to be laid off shall be eligible for the Transition Assistance Program as set forth in the side Letter of Agreement dated February 24, 1994. The Transition Assistance Agreement as referenced in this Article shall not extend beyond the term of this Agreement. Refer to the Labor-Management Partnership Agreement on Employment and Income Security.

Employees who apply for a lead position in accordance with this Article shall be subject to the special seniority provisions set forth in Article VI - Seniority; Section 7 - Promotions, Transfers and Seniority.

#### Section 5 - Temporary Reductions in Work Schedules

36. All Regular employees who are placed on layoff status for a period of one (1) to two (2) weeks for reasons within the control of the Employer will receive one

(1) week's notice or one (1) week's pay therefor. Regular employees who are placed on layoff status for more than two (2) weeks, for reasons within the control of the Employer, but for thirty (30) days or less will receive two (2) weeks' notice or two (2) weeks' pay therefor. Situations considered as being outside the control of the Employer shall include work stoppages, fires, and natural disasters.

#### Section 6 - Mechanization

37. When an employee's particular job is eliminated because of mechanization, the following steps shall be taken by the Employer. The term "mechanization" is defined as replacement of essential elements of an employee's particular job by a machine or other technological improvement, including but not limited to introduction of automated processes and work-saving devices.
38. The employee, if he/she has at least five (5) years of continuous service as a Regular employee, shall be given three (3) months prior notice that his/her job is being eliminated. The employee, if he/she has less than five (5) years but more than one (1) year of continuous service as a Regular employee shall be given four (4) weeks prior notice that his/her job is being eliminated. The employee, if he/she has less than one (1) year of continuous service as a Regular employee, shall be given two (2) weeks prior notice that his/her job is being eliminated. The applicable period of notice shall be termed the "notification period."
39. The employee with at least five (5) years of continuous service as a Regular employee shall be offered another job during the notification period, if an available job opening exists for which he/she can reasonably be expected to qualify within a training and trial period not to exceed sixty (60) days, either at the same facility or at another facility within reasonable proximity. The Employer is not obligated to offer another job to an employee with less than five (5) years of continuous service as a Regular employee, but will make reasonable effort to accomplish the force reduction through attrition and transfer regardless of length of service.
40. If an available job opening exists during the notification period and it is offered to and accepted by the employee, the rate of pay for the job, as set forth in the Wage Rates hereto attached, shall become effective at the end of the notification period.
41. If an available job opening does not exist by the end of the notification period, the employee shall receive severance pay on the following basis for full years of continuous service as a Regular employee:

<u>Years of Service</u>
1-2

<u>Days of Pay</u>
2

2-3	4
3-5	10
5-7	15
7-10	20
10 - Over	30

42. If another job is offered to an employee and the employee refuses to accept such job, he/she shall be terminated at the end of the notification period and shall not be eligible for any severance pay; provided that the straight-time hourly rate of pay for the new job offered the employee was within fifteen cents (\$0.15) per hour of the regular straight-time hourly rate of pay assigned the job currently being performed by the employee.
43. If another job is offered to an employee and the employee refuses to accept such new job, he/she may be terminated immediately or at the end of the notification period at the discretion of the Employer and shall receive severance pay on the following basis for full years of continuous service as a Regular employee; provided that the straight-time hourly rate of pay for the new job offered the employee was at least fifteen cents (\$0.15) per hour less than the regular straight-time hourly rate of pay assigned the job currently being performed by the employee.

<u>Years of Service</u>	<u>Days of Pay</u>
1-2	2
2-3	4
3-5	10
5-7	15
7-10	20
10-Over	30

44. It is understood and agreed that the foregoing Section 6 shall apply only to employees whose jobs are eliminated because of mechanization and this Section shall not be applicable to reduction in force caused by or resulting from any other reason.

#### Section 7 - Promotions, Transfers and Seniority

45. In filling any vacancy, all qualified employees shall be preferred over outside applicants. Between existing employees, bargaining unit seniority shall govern provided merit and ability are adequate. However, for those positions that require the directing and checking of others, the Employer shall have discretion in filling the position by selecting from among the three (3) most senior qualified applicants within the department. In the event there are less than three (3) applicants, the Employer shall have the option to consider applicants from the facility or region, in that order. The Employer will not consider sources outside the bargaining unit unless there are no qualified



internal applicants. The intent is to consider no more than three (3) qualified applicants at any one time.

46. When choosing among Casual employees for casual work, the Employer will use its best efforts to assign that work on the basis of bargaining unit seniority.
47. Employees who are promoted shall undergo a ninety (90) day evaluation period in the new position. Should the employee fail to qualify for the new position he/she shall be returned to his/her former comparable position without change in his/her previous seniority wage rate. Such rights to return shall be given preference in filling open positions.
48. An inter-facility transfer or promotion request will constitute an automatic bid for an open position for ninety (90) days following submission of such request. Written request for changes in shift assignment and lateral transfer at the same location and its environs may be submitted in advance for jobs that may subsequently become vacant.
49. The Employer will provide one (1) copy of the request for transfer to the Union, or its designee, at the time it is processed. The Employer shall maintain a file of such requests and shall provide such names to supervisors in departments where vacancies occur.
50. An employee, including new hires, who applies for and is awarded a posted position in a different department may not apply for another vacancy in a different department for six (6) months, unless the vacancy results in a promotion. This bidding restriction shall not apply to changes in position, classification shift, or scheduled hours within the same department or to employees whose hours have been reduced by the Employer. It shall also be waived by the Employer prior to considering outside applicants.

#### Section 8 - Job Posting

51. To expedite the administration of this Article, position vacancies shall be posted within the department in which they occur for one (1) workday. If the position is not filled from within the department in accordance with the seniority provisions, the vacancy shall be posted for five (5) days in the department, facility and its environs where the vacancy occurs. Posting for jobs vacated by promotion will indicate the reason for the vacancy. Written requests for transfer to a specific position vacancy within the facility and its environs may be submitted in advance and shall constitute an automatic bid for a period of thirty (30) days after submission. Qualifications for vacant positions shall appear on position postings and shall be based on the job requirements. Forty-eight (48) hours prior notice will be given to the Union before the Employer uses private fee charging agencies as a recruitment source for all Maintenance and Service classifications in Housekeeping,

Laundry and Dietary Departments, Nurse Attendants in the Nursing Department and clerical positions classified in Grade 1 or 2.

- A. All postings shall indicate the time and date of posting.
  - B. Postings shall include department, entity, shift (day/evening/night), days of the week and the number of currently scheduled hours.
  - C. Job descriptions for all posted positions shall be retained in Personnel for review by applicants.
  - D. If there is a qualified applicant within the five (5) day posting period, the Employer will notify the employee of his/her acceptance or cancel the posting in writing within thirty (30) days of expiration of the five (5) day posting.
  - E. The Employer will in good faith and subject to efficient operations use its best efforts to release successful bidders to their new jobs within thirty (30) days.
52. The Employer will provide one (1) copy of the job posting to the Union, or its designee, at the time it is processed.

#### Section 9 - Assignment of Casual Hours

53. When choosing among casual employees for casual work, the Employer will use its best efforts to assign that work on the basis of seniority.

### ARTICLE VII - HOURS OF EMPLOYMENT

#### Section 1 - Intent of Article

54. This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. This Article shall not be construed as any basis for the calculation of overtime.

#### Section 2 - Normal Work Week

55. The Employer will exercise its efforts in good faith, subject to the requirements of efficient operations, to the end that employees will be scheduled on a basis of a normal work week of forty (40) hours within the work week period during which there are two (2) consecutive days of rest.



### Section 3 - Scheduling

56. Schedules of starting and quitting times and days off of Regular employees will be posted by the Employer fourteen (14) days in advance subject to emergency situation changes and as much advance notice of overtime requirements will be given as permitted by operational circumstances. When it becomes necessary because of emergency situations to change such work schedules, consideration will be given to the desires of the affected employees. Where agreement cannot be reached, such changes in work schedules will be made in reverse bargaining unit seniority order within the department.
57. An employee's shift assignment and days off will be changed only in response to operational requirements. In such event, consideration will be given to the desires of the affected employees. If there is no mutual agreement, changes will be made in reverse order of bargaining unit seniority within the department provided that merit and ability are adequate as to the Employer's staffing requirements on all shifts of the department.
58. Rest Period Between Shifts - Regular employees shall have an unbroken rest period of twelve (12) hours between any 8-hour shifts. All hours worked within the 12-hour rest period shall be paid at the rate of time and one half (1-1/2). This provision may be waived upon the written request of the employee and with the agreement of the supervisor. Time for which any premium pay is paid shall count as rest time for purposes of this paragraph. This paragraph is waived if conditions beyond the Employer's control and/or acts of God so require the services of the employees.
59. The Employer will also use its best efforts to grant each full-time employee who desires such a schedule, every other weekend off. In the exercise of "best efforts" it is intended that the Employer will use the successful techniques employed at other medical centers as applicable within the framework of economic constraints and availability of staffing. The Union may present suggested staffing schedules which shall be implemented within sixty (60) days from the date such schedules have been proven feasible to the Employer. Other weekend staffing schedules for full-time employees may be suggested by the Union within the same framework of consideration and implementation.
60. Guarantee of Every Third Weekend Off - The Employer will guarantee every third (3rd) weekend off to the full-time employees in a department and will pay time and one-half (1-1/2) for all hours of work, performed on the third (3rd) consecutive weekend and each weekend thereafter until granted a weekend off subject to the conditions of Paragraph 61. This guarantee does not apply to full-time employees who desire a schedule which includes weekend work or

to full-time employees who desire to work certain weekends which make up a portion of the three (3) consecutive weekends.

61. It is understood that to guarantee employees every third (3rd) weekend off in a department it may be necessary to rotate days off for all full-time employees in that department and that there can be no restrictions on split days off in such department. The Employer may utilize back-to-back workweeks and the eighty (80) hour option under the Fair Labor Standards Act for purposes of computing overtime. An employee required to work more than seven (7) consecutive days without a day off shall be compensated thereafter at time and one-half (1-1/2) the employee's basic straight-time hourly rate for each day worked or portion thereof until granted a day off. The Employer shall not be required to pay time and one-half (1-1/2) for the sixth (6th) day nor double time for the seventh (7th) day. This provision may be waived on the request of an individual employee and with the agreement of the Employer. All employees in a department which selects the guaranteed weekend off provision will be covered by the provisions of this paragraph.
62. Once each year (month to be determined by the facility) each affected department, by shift, subject to the requirement of efficient operations, shall vote, if the employees so request, and by majority vote of all employees on the shift decide whether the provisions of Paragraph 60 subject to the conditions of Paragraph 61 shall apply for the following twelve (12) months. The vote will be held on each shift.
63. Voting shall be conducted by a Joint Committee composed of three (3) persons appointed by the Employer and three (3) selected by the Union. The departmental units for the purpose of voting shall be determined by the Joint Committee in each hospital.
64. Disputes under this Section with the exception of Paragraphs 56, 57, and 58 shall be subject to mediation through the California State Conciliation Service, but shall not be subject to the complaints and grievance procedure and arbitration provisions of this Agreement.

#### Section 4 - Float Differential

65. It is the intention of the Employer to schedule employees on regular assignments. If an employee floats from one assignment to another, as described below, a premium of ten cents (\$.10) per hour shall be paid for work performed in the area to which he/she is reassigned, if the assignment exceeds one (1) hour.

66. The premium shall apply to:

- A. Employees assigned to a permanent work area who commence a shift and are then reassigned to another "service" or "multiple service" area as traditionally identified at the location involved and its environs;
- B. Employees whose primary jobs are as unassigned relief employees;
- C. Clinic employees whose primary jobs are to relieve other personnel within a shift on a pre-arranged basis;
- D. Employees temporarily reassigned from one facility and its environs to another.

67. Casual and Temporary employees shall qualify for the premium only if they satisfy the conditions specified in (A) above. Professional and Technical employees shall qualify for the premium only if they satisfy the condition specified in (D) above.

68. The premium shall not apply to:

- A. Employees who normally move through the facility or function in multiple services or departments during the usual performance of their duties (e.g., those in the Housekeeping, Dietary, Storeroom and Chartroom Departments, Medical Secretaries and Transcriptionists, etc.);
- B. Employees who receive additional pay based on relief work in a higher classification;
- C. Employees whose reassignment becomes permanent;
- D. Employees who are transferred from any area to another for training purposes;
- E. Employees who relieve other employees in a lower classification and whose rate is not reduced during the time worked on a relief basis.

69. Solely for this paragraph the parties agree that if other situations arise pertaining to float assignments it is the obligation of the Union to cite such situations to the Employer and the parties shall resolve the matter consistent with the above principles without resorting to the grievance procedure. Any additional float differentials agreed to by the parties to be paid per this paragraph shall become effective at the beginning of the first payroll period following receipt of notification by the Union that a new situation exists which is consistent with the principles herein stated which should entitle an employee to float differential pay.

70. In the application of this Section, Maternity Service shall include delivery, labor, nurseries and postpartum areas; Surgery Suite shall include operating, recovery, cast and cystoscopic rooms and central supply and related functions; Rehabilitation Service and Psychiatric Service shall include all inpatient and outpatient areas and related services and functions. It is also understood that in the medical offices there are related services and functions which in the application of this Section qualify as "multiple service" areas such as, but not limited to Emergency Room/Observation/Non-appointment area and the Medical Department/Medical Procedure rooms and the Surgery Department/Surgery Procedure rooms.
71. Further the following geographical areas are to be considered as facilities (or locations) and its environs herein before referred to for the purpose of this Section 4 only:

Antioch	Napa	San Jose Call Center
Berkeley	Novato	San Rafael
Berkeley Regional Lab	Oakland	Santa Clara
Campbell	Petaluma	Santa Rosa
Davis	Pleasanton	Santa Teresa
Fairfield	Rancho Cordova	South Sacramento
Fremont	Redwood City	South San Francisco
Gilroy	Richmond	Stockton
Hayward	Roseville	Vacaville
Livermore	Sacramento Call Cntr	Vallejo Call Center
Martinez	San Francisco	Walnut Creek
Milpitas	(including French)	
Modesto		
Mountain View		

#### Section 5 - Workload Distribution

72. When an employee is absent for any reason and if a replacement cannot be obtained in time, it is the intention of the Employer to distribute the workload equitably among the employees in the work unit so that no undue hardship may be placed on an individual worker. It is further the intent of the Employer, subject to the dispute section of this Agreement, to distribute the workloads equitably among employees in both single work units and departments.

#### Section 6 - Distribution of "Standby" Time, Overtime and Additional Hours

73. Standby Distribution - The Employer will distribute standby duty in a rotational sequence established by seniority among those qualified employees in any one classification concerned at any one location who have volunteered to be on the standby list. The Employer will maintain lists of those employees



requesting standby. If no one on the list volunteers to take the standby and no other qualified employee volunteers, it will be assigned on a rotational basis by reverse bargaining unit seniority within the department to those who have volunteered to be on the standby list; or, if there have been no such volunteers for the list, to those qualified employees in the unit on a rotational basis by reverse bargaining unit seniority within the department.

74. Overtime and Additional Hours - The Employer shall assign overtime and additional hours to employees in any one classification concerned at any one location who have volunteered to be on the list for overtime or additional hours. Such work shall be assigned from the lists in the following order, based upon bargaining unit seniority within the department:

1. All Regular employees.
2. All eligible Short-Hour employees.
3. All ineligible Short-Hour, Casual and Temporary employees.

75. If no one on the list volunteers for overtime or additional hours, and no other qualified employee volunteers, it will be assigned on a rotational basis by reverse seniority to those who have volunteered to be on the list; or, if there had been no volunteers for such list, to those qualified employees in the unit on a rotational basis by reverse seniority. The assignment of additional hours shall not require the Employer to split the additional hours among two or more employees, to pay overtime as a result of such assignment or to change the employees' normally assigned work schedule.

#### Section 7 - Split Shifts

76. A straight shift is defined as a regular day's work of eight (8) hours completed within nine (9) consecutive hours with no more than one (1) hour for lunch.
77. A split shift is defined as eight (8) hours completed within a spread in excess of nine (9) consecutive hours without more than one break.
78. In addition to their regular rate of pay, employees performing work on a split shift completed within a spread of not more than eleven (11) hours shall be paid the appropriate premium as set forth in the California State Industrial Welfare Orders. In addition, any split shift work completed beyond a spread of eleven (11) consecutive hours shall be paid for at the rate of time and one-half (1-1/2) for all hours worked beyond the eleven (11) hour spread.
79. There shall be no new split shifts except as requested by the employee and approved by the Employer and the Union.

#### Section 8 - Rest Periods



80. Each employee is allowed a rest period during each continuous four (4) hours of work. If continuous operation is required in the job concerned, a substitute will be provided for the rest period. The exact length of the rest period is determined by the distance to the nearest convenience. In no case shall a rest period be longer than fifteen (15) minutes nor less than ten (10) minutes.

## ARTICLE VIII - OVERTIME AND ALLOWED TIME

### Section 1 - Intent of Article

81. This Article is intended to provide the basis for calculation of and payment for overtime and allowed time and shall not be construed as a guarantee of hours of work per day or per week or days of work per week.

### Section 2 - Definition of Terms

82. "Payroll Week" as used in this Article shall mean and consist of the seven (7) day period beginning at 12:01 a.m., Sunday, or at the shift changing hour nearest that time.
83. "Payroll Day" as used in this Article shall mean and consist of a twenty-four (24) hour period, beginning at the same time each Payroll Day as the Payroll Week begins.

### Section 3 - Overtime Rates

84. Employees shall be paid at the rate of time and one-half (1-1/2) the straight-time hourly rate, including shift differential and split shift differential, for all hours of work performed in excess of eight (8) hours in any one work day and/or for all hours worked in excess of forty (40) hours within the work week. Employees shall be paid at the rate of double the straight-time hourly rate including shift differential and split shift differential for all hours worked in excess of twelve (12) consecutive hours in any one workday.
85. Employees assigned to a scheduled work week of twenty (20) hours or more in a period of more than five (5) work days shall be paid at the rate of time and one-half (1-1/2) for all hours of work performed on the sixth (6th) day of work; whether or not such hours of work are in excess of forty (40) hours within the work week.
86. Employees shall be paid at the rate of double the straight-time hourly rate, including shift differential and split shift differential, for all hours of work performed on the seventh (7th) consecutive Payroll Day worked within the Payroll Week.

#### Section 4 - "Standby" Pay and Duty

87. Employees on a predetermined work schedule who are placed on standby duty beyond their regularly scheduled work day or work week shall be allowed within the following thirty (30) days at the option of the employee, (subject to efficient operations) either compensatory time off equal to one-half (1/2) of the time they were on such standby duty, or payment for such time at one-half (1/2) times their straight-time hourly rate including shift differential and split shift differential. Requests and approval for compensatory time off shall be in writing. The election for compensatory time off must be submitted within the payroll period in which the standby occurs. If no request is submitted as set forth above, the employee shall receive pay rather than compensatory time off. In the event more than one employee requests the same compensatory day or days off and the Employer cannot accommodate such requests because of patient care requirements, elections for compensatory time off, to the extent that they can be accommodated to such requirements, shall be determined on the basis of bargaining unit seniority within the department. Standby duty assigned on a recognized holiday shall be paid at three-quarters (3/4) times their regular base rate.
88. Such employees on standby duty who are called to work shall be compensated for the time worked at one and one-half (1-1/2) times their straight-time hourly rate including shift differential and split shift differential; provided, however, that such employees are guaranteed a minimum credit of three (3) hours' work for each occasion on which they are called in. However, the total hours of work paid at time and one-half (1-1/2) shall not exceed the number of hours in the standby period assigned to the employee and further, the number of hours credited to an employee at time and one-half (1-1/2) shall be deducted from the number of hours the employee has been on standby to determine the number of hours, if any, to be paid at one-half (1/2) time. Work which is performed under this Section is defined as a call for an employee who has left the premises to return to perform work of an indefinite duration, but shall not be work performed continuous with his/her daily work schedule. Any employee may decline call-in duty if he/she has not been notified of such duty on or prior to the preceding shift. Standby periods of more than eight (8) hours shall be broken into eight (8) hour periods and fractions thereof, and the rules dealing with the three (3) hour guarantee and shift differential shall be applied to each period separately.

#### Section 5 - Reporting Pay

89. Employees who are scheduled to report for work and who are permitted to come to work without receiving prior notice that no work is available shall perform any work to which they may be assigned. The Employer may utilize such employee in any related capacity in which he/she is qualified to perform. The employee shall be compensated at his/her regular rate or appropriate rate

of pay<sup>1</sup> for the job he/she is assigned, whichever is higher. When the Employer is unable to utilize such employee and the reason for lack of work is within the control of the Employer, the employee shall be paid an amount of money equivalent to eight (8) hours times the straight-time hourly rate, excluding shift differential; provided that an employee who was scheduled to work less than eight (8) hours on such day shall be paid his/her regular pay for reporting and not being put to work through no fault of his/her own. In such cases, the authorized supervisor of the employee may allow the employee to leave work before eight (8) hours have elapsed. The provisions of this Section shall not apply if the lack of work is not within the control of the Employer or, if the Employer makes a reasonable effort to notify the employee by telephone (or telegram if no response), not to report for work at least two (2) hours before their scheduled time to work. It shall be the responsibility of the employees to notify the Employer of their current address and telephone number. Failure to do so shall preclude the Employer from the notification requirements and payment of the above minimum guarantee. If an employee is discharged and is not notified before the start of the next shift that he/she would have worked otherwise, he/she shall receive two (2) hours' pay in accordance with the provisions of this Section.

#### Section 6 - Call-In on Scheduled Day Off

90. If an employee is called to work on what would otherwise have been a regularly scheduled day off and if the Employer fails to give one (1) hour's notice before the start of the required shift, the employee shall be paid for the hours of work actually performed plus one (1) hour, but is to be paid not less than three (3) hours nor more than eight (8) hours of pay in any one shift unless the employee works more than eight (8) hours in that shift.

#### Section 7 - Calculation of Allowed Time

91. Pay under Section 4 above for work which was not performed (allowed time) shall not be included in the hours worked during the payroll day or payroll week for the purpose of calculating overtime, and likewise, shall not be paid for at overtime rates. When employees are specifically directed by their supervisors to attend mandatory meetings, such time spent in meetings shall count as time worked.

#### Section 8 - Non-Duplication of Overtime

92. Payment of overtime rates shall not be duplicated for the same hours worked under any of the terms of this Agreement, and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provisions.



ARTICLE IX - SHIFT PREMIUM

93. An evening shift shall be defined as any shift of four (4) hours or more commencing at or after 12:00 noon and terminating after 6:00 p.m.
94. A night shift shall be defined as any shift of four (4) hours or more commencing at or after 10:00 p.m. but before 6:00 a.m.
95. Shift differential amounts are as set forth below and the classifications to which the different shift differentials apply are shown in Appendix E, Schedules Y and Z:

Effective November 1, 1992:

<u>Evening</u>	<u>Night</u>	
Schedule Y:	\$1.00	\$1.25
Schedule Z:	\$1.45	\$1.95

96. Additional hours or overtime, including additional shifts, immediately prior to or following an employee's regular shift shall be paid the shift differential, if any, applicable to their regular shift that day.

ARTICLE X - TYPES OF EMPLOYEESSection 1 - Regular (R) Employees

97. A Regular employee is defined as an employee who is regularly employed to work a predetermined work schedule of twenty (20) or more hours per work week. Any employee designated as a Regular employee shall accumulate and receive all of the fringe benefits as provided in this Agreement when he/she becomes and so long as he/she remains a Regular employee.

Section 2 - Short-Hour (S), Temporary (T) and Casual (C) Employees

98. A Short-Hour (S) employee is one who is regularly scheduled to work a predetermined work schedule of less than twenty (20) hours per work week; a Temporary (T) employee is one who is hired as an interim replacement or for temporary work on any predetermined work schedule which does not extend beyond three (3) calendar months. A Casual (C) employee is one who is employed to work on an intermittent basis. All Short-Hour, Temporary and Casual employees as defined above shall be ineligible for fringe benefits provided under this Agreement except for the premium pay of time and one-half (1-1/2) for worked holidays, shift differential as provided in Article IX hereof, split shift differential as provided in Article VII hereof, and effective

January 1, 1990, credited service referenced in Article XXVI, Pension, Section 3, Credited Service.

99. A Casual employee who is regularly assigned a predetermined work schedule shall be reclassified to either Short-Hour, Temporary or Regular status and service credit for the purpose of benefit accrual shall be the effective date of reclassification to Regular status. Written posting or notification of one (1) week constitutes a predetermined work schedule.
100. In no event will there be any duplication of the differential and accumulation or rights to fringe benefits and tenure adjustments other than those specified above.
101. A Regular employee who, with no break in service, becomes a Temporary, Short-Hour or Casual employee will be paid at the rate he/she was receiving as a Regular employee plus the appropriate differential.

#### Section 3 - Pay In Lieu of Benefits

102. In lieu of eligibility for benefits, Short-Hour, Temporary and Casual employees shall be paid a wage differential as set forth below and the classifications to which the differential apply are shown in Appendix E, Schedules Y and Z.

Schedule Y: \$1.00 per hour      Schedule Z: \$2.00 per hour

#### Section 4 - Service Date Commencement

103. An employee who is designated a Regular employee shall have his/her service date for purposes of eligibility and accumulation of fringe benefits established as of the date he/she is determined a Regular employee. An employee once designated as a Temporary, Short-Hour or Casual employee and later designated as a Regular employee shall have his/her service date commence for the purpose of eligibility for and accumulation of fringe benefits as of the date he/she is designated a Regular employee. The period during which an employee is designated as a Temporary, Short-Hour or Casual employee shall not be included for purposes of determining eligibility for or accumulation of fringe benefits provided under this Agreement or for the amount of such fringe benefits. As an exception to this paragraph, Regular employees shall receive credit towards retirement benefits for time in Short-Hour, Casual, or Temporary status as provided in Article XXVI, Section 3.

#### Section 5 - Tenure Service Credit

104. Short-Hour, Temporary and Casual employees shall be eligible for progression through all tenure steps of their classification in accordance with the following formula:



Each one hundred (100) hours of work equals one (1) month's tenure service credit. For example, three hundred (300) hours of work would equal three (3) months' service credit. However, no employee shall accumulate more than one (1) month's tenure credit in any calendar month.

## ARTICLE XI - WAGE RATES

### Section 1 - Schedule of Wages

105. The minimum straight-time hourly rates of pay shall be as shown in the salary schedules attached hereto and made a part hereof (Appendix D).

### Section 2 - Premium Employees

106. The wage scales set forth are intended to constitute minimum scales only and nothing in this Agreement shall preclude the Employer from paying in excess of such minimum rates at the Employer's discretion. However, no employee covered by this Agreement shall, as a result of the provisions of this Agreement, suffer a reduction in his/her wage rate so long as he/she continues in the same classification except as results from the application of Article X.
107. No employee shall be required to relieve in a non-bargaining unit managerial position.

### Section 3 - Pay Day

108. Pay days now in effect shall continue and there shall be no more lapse of time between wages earned and wages paid than as results from operation of the present system. The Employer may place any employee on a weekly payroll without the permission of the Union. Any employee who terminates shall receive all wages due him/her as provided in the State Labor Code. The Employer will in good faith attempt to distribute pay checks to the employees on their normal work shifts on pay days.
109. The employee's supervisor or the Personnel Department will provide information to the employee about pay upon request.

### Section 4 - Automatic Paycheck Deposit

110. Effective June 3, 1990 employees upon written request may direct automatic deposit of their paycheck directly to a bank or savings institution of their choice provided such bank or institution participates in the National Automatic

Clearing House Association. Employees electing automatic deposit shall receive a check stub each pay period indicating all payments made. Employees electing this option who later cancel automatic deposit shall not be eligible again for such deposit until the first of the year (January 1) following cancellation.

Section 5 - Effective Date of Tenure Increases

111. Tenure increases shall become effective at the beginning of the first full payroll period nearest the employee's tenure increase eligibility date as indicated for his/her classification.

Section 6 - Tenure Step/Experience Credit

112. 1. The following provisions shall apply only to those classifications listed in Schedule Z, Appendix E.
113. 2. Employees with at least three (3) or more years within the last five (5) years of Regular (twenty (20) hours or more per week) relevant experience than that required by the classification into which the employee is being hired, will be placed at step two (2) of that classification, provided that the employee's experience is directly related to the duties of the position as determined by the Employer.
114. 3. Employees with at least five (5) or more years within the last ten (10) years of Regular (twenty (20) hours or more per week) relevant experience than that required by the classification into which the employee is being hired, will be placed at step (3) of that classification, provided that the employee's experience is directly related to the duties of the position as determined by the Employer.
115. 4. The relevance of the experience referred to in numbers 2 and 3 above is determined by the Employer.

Section 7 - Job Descriptions

116. It is agreed that the Employer and the Union shall maintain descriptions setting forth job duties in accordance with duties necessary and traditional in the operation of hospitals concerned with the care, treatment, and recovery of patients. At the time an employee commences work or is assigned a new position, he/she will be provided with a job description outlining the duties and assignments of that position as an aid to understanding the requirements of the new job. A copy will be sent to the Union. When new jobs are created and mutually agreed to be within the jurisdiction of this bargaining agreement, the Employer shall notify the Union of the wage rate and attach a copy of the new job description. Any disagreements may be resolved under the provisions of this Section.
117. It is recognized that changes in job titles contained in this Agreement may be necessary in accomplishing this project and such changes shall be by mutual agreement under the terms of this Agreement. Job descriptions shall be made available to the Union upon request.

### Section 8 - Classification Review Requests

118. An employee may request a classification review when he/she has a question whether he/she is properly classified within the listed contract classifications. Such a request shall be submitted to his/her supervisor on the designated Classification Review Request Form (CRRF). The effective date of the classification determination will be the date the CRRF was submitted to the supervisor who has signed the form as proof of receipt. The supervisor will give a signed copy of the form to the employee.
119. The Employer shall distribute copies of the CRRFs to the Union Classification Review Committee (UCRC). The Employee Relations Department (ERD) will review and analyze all pertinent information and make a classification determination which may include the designation of a new classification if appropriate. The job description, classification determination and any other pertinent information shall be sent to the UCRC within forty-five (45) days of submission of the CRRF to the supervisor.
120. The UCRC shall have thirty (30) days to appeal the Employer's determination, stating its reasons therefor, to an expedited grievance procedure.
121. Such a procedure shall consist of two steps:
  - A. A joint meeting shall be convened between the UCRC and the Employer representatives. Such meetings shall be held on the first and third Wednesday of each month as required or as otherwise mutually agreed to by the parties. Unpaid release time for the two employee members of the UCRC will be provided for the purpose of attending these joint meetings, subject to the requirements of efficient operations. If the individual cannot be released and an alternate UCRC member cannot be appointed, another meeting date will be selected by the parties. If, following the meeting, the classification issue has not been satisfactorily resolved, the Union may, within five (5) days, appeal the dispute to Step 2 (arbitration) of this expedited procedure.
  - B. Arbitration (Step 4 of the grievance procedure as described in the Master Agreement).
122. If the Employer fails to observe any of the above-prescribed time limits, the Union may appeal the issue to the next level in this process. Should the Union Committee not appeal the job classification determination within the prescribed time limit, the dispute shall be considered settled. Time limits specified herein may be extended by mutual agreement.



123. Release time: five (5) hours per month of unpaid release time shall be authorized for each of the two (2) employees on the UCRC to be used for investigation and preparation of classification claims.

Section 9 - Maintenance, Service and Technical Classifications

124. **An employee who is promoted to a senior/lead position shall be paid at the step of the new position, which will provide an increase of at least five percent per hour above his/her former rate.**
125. Under the specific conditions presented in the Letter of Understanding revised July 20, 1972, (see Appendix H) any employee who delivers patient care as traditionally considered in terms of nursing such as practiced by Nurse Attendants and Medical Assistants (Clinic Assistants) in nursing departments and who possesses a valid State of California license as a Licensed Vocational Nurse shall be so classified and paid. All Licensed Vocational Nurses may wear the appropriate pin and cap or other insignia designating such certification.
126. Employees from other departments who deliver patient care as traditionally considered in terms of nursing, such as practiced by Nurse Attendants and Medical Assistants (Clinic Assistants) in nursing departments, and who obtain a valid State of California license as a Licensed Vocational Nurse shall be so classified and paid retroactively to the date they presented their license to the Employer provided they accept the first available LVN vacancy to which their Seniority rights entitle them which is comparable in status, i.e., short-hour, regular, or casual, to their current position. Failure to accept such position will result in forfeiture of the retroactive reclassification provided for in this paragraph. Determination of the LVN step rate to which they are assigned and the date they begin to accumulate credit for tenure step increases will be based upon the specific conditions presented in the Letter of Understanding revised July 20, 1972.
127. Any employee working in a Maintenance, Service and Technical classification who, as a part of his/her regular predetermined work schedule, performs work in a higher classification (except for rest period and meal relief) shall be paid at the higher rate of pay for all hours worked in the higher classification (that step in the higher classification which provides a minimum increase of \$0.15 per hour).
128. An employee promoted from a Maintenance, Service or Technical classification to another Maintenance, Service, Technical or Clerical classification shall be paid the first step rate of the new classification which is next above his/her former rate and which will provide an increase of at least \$0.15 per hour except that in no case will an employee be eligible for a rate in excess of the maximum of his/her new classification. In addition to this



minimum increase, the employee shall receive credit for time spent in the assigned step rate of his/her former classification in determining his/her eligible date for future step rate increases in his/her new classification unless he/she is receiving the maximum step rate of his/her classification at the time of promotion. (For transfers between geographical areas, see Appendix A, Sections 1, 2, 3, 4 and 5.)

129. An employee who is permanently transferred to a position in a lower grade shall receive the step rate which is equal to or next below his/her former rate. In addition, the employee shall receive credit for time spent in the assigned step rate of his/her former classification in determining his/her eligible date for future step rate increases in his/her new classification unless he/she is receiving the maximum step rate of his/her classification at the time of transfer to the lower grade. (For transfers between geographical areas, see Appendix A, Sections 1, 2, 3, 4, and 5).

#### Section 10 - Clerical Classifications

130. **An employee who is promoted to a senior/lead position shall be paid at the step of the new position, which will provide an increase of at least five percent per hour above his/her former rate.**
131. Using the "Kaiser Foundation Hospitals Manual for the Evaluation of Clerical Positions," the Employer and the Union have jointly classified each existing position into one of the scheduled grades on the basis of the duties and responsibilities of the position.
132. An employee who is permanently promoted to a position in a higher grade or classification (a higher starting rate of pay) shall be paid the first step of the new position grade or classification which is next above his/her former rate and which will provide an increase of at least \$0.15 per hour.
133. In addition to this minimum increase, employees who are permanently promoted from a position in a Clerical classification to another position in a Clerical classification or to a position in the Maintenance, Service or Technical classifications shall receive credit for time spent in his/her assigned step rate of his/her former classification in determining his/her eligibility date for future step rate increases in his/her new classification unless the employee is receiving the maximum step rate of his/her classification at the time of promotion. (For promotions into a different geographical area, see Appendix A, Sections 1, 2, 3, 4, and 5.)
134. An employee who is transferred to another position in the same grade: 1) shall receive not less than his/her former rate (Structure A employees only); and 2) shall receive credit for time spent at his/her assigned step rate in his/her former position for the purpose of determining the date of his/her step rate

adjustment, if any (all employees). (For transfers between geographical areas, see Appendix A, Section 1, 2, 3, 4, and 5.)

135. An employee who is permanently transferred to a position in a lower grade shall receive the step rate which is equal to or next below his/her former rate. In addition, the employee shall receive credit for time spent in the assigned step rate of his/her former classification in determining his/her eligible date for future step rate increases in his/her new classification unless he/she is receiving the maximum step rate of his/her classification at the time of transfer to the lower grade. (For demotions into a different geographical area, see Appendix A, Sections 1, 2, 3, 4, and 5.)
136. All temporary transfers or promotions to a higher classified position within the same geographical area (Area I or II), shall be paid for the shift at the higher rate of pay (that step in the higher classification which provides a minimum increase of \$0.15 per hour) provided that the employee completes four (4) hours in the assignment.
137. An employee working in a Clerical classification who as part of his/her regular predetermined work schedule performs work in a classification in a Maintenance and Service or Technical classification shall be paid at a rate based on the ratio of the time spent in each classification.
138. A permanent transfer or promotion is defined as lasting one (1) calendar month or more. All other transfers or promotions for whatever purpose shall be designated as temporary.

## ARTICLE XII - HOLIDAYS

### Section 1 - Holidays Observed

139. The following days shall be observed as holidays:

New Year's Day	Independence Day
Martin Luther King, Jr.'s Birthday	Labor Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas
Employee's Personal Birthday (as provided in Section 3 hereof), and	
One (1) Float Holiday (as provided in Section 4 hereof)	

## Section 2 - Conditions of Observance

140. Each Regular employee shall be granted a day off for at least one (1) of the following holidays:

Thanksgiving, Christmas, New Year's Day

141. If an employee is not granted one of these holidays off, he/she shall be compensated at three (3) times his/her regular rate for working New Year's Day.
142. Washington's Birthday will be observed on the third Monday in February. Memorial Day will be observed on the last Monday in May. Martin Luther King, Jr.'s Birthday will be observed on the 3rd Monday in January.
143. It is the Employer's intent to abide by any changes in Federal legislation related to the holidays listed in Section 1.

## Section 3 - Birthday Holiday

144. Employees with more than thirty (30) days of continuous service as a Regular employee are entitled to their personal birthday as a recognized holiday. If such employee's personal birthday falls on any of the other recognized holidays, the employee's next regularly scheduled work day following said recognized holiday shall be considered as the employee's birthday.
145. It is the responsibility of employees entitled to their personal birthday as a holiday to inform their supervisor one (1) month in advance of the date of their birthdays.

## Section 4 - Float Holiday

146. Employees with more than ninety (90) days of continuous service as a Regular employee are eligible for one (1) floating holiday per year. Each year (November 1 to November 1) the Employer and the employee shall agree on the date to be taken as a float holiday. If agreement is not reached on which day, one day will be added to the employee's vacation. It is the responsibility of the employees entitled to a float holiday to give thirty (30) days notice of the day they have elected.

## Section 5 - Holidays, Regular Full-time Employees, Eligibility

147. Regular full-time employees will receive pay at their regular straight-time rate for their normal scheduled daily working hours for the above holidays, when not worked, provided they meet all of the following eligibility rules:

- A. The employee has successfully completed his/her probationary period as of the date of the holiday.
- B. The employee was not directed to work on the holiday.
- C. The employee was not on layoff or leave of absence, including any time off taken due to illness beyond the period of paid sick leave eligibility, as of the date of the holiday.

Section 6 - Holidays, Regular Full-time Employees, Compensation

- 148. Regular full-time non-probationary employees, who work on a holiday specified in Section 1 above shall be paid at the overtime rate of time and one-half (1-1/2) and shall also be given a paid day off or additional pay of eight (8) hours for such holiday. The determination of the options shall be in accordance with Section 9 below.
- 149. Regular full-time employees who have not completed their probationary period as of the date of a holiday and who work on a holiday specified in Section 1 above shall be paid for time worked at the overtime rate of time and one-half (1-1/2).
- 150. If a Regular full-time non-probationary employee's day off falls on a holiday and he/she meets the eligibility requirements outlined in Sections 3, 4 and 5 of this Article, he/she shall receive a paid day off or an additional day's pay. The determination of the options shall be in accordance with Section 9 below.

Section 7 - Holidays, Regular Part-time Employees

- 151. Regular part-time **non probationary** employees working less than forty (40) hours per week, who meet the eligibility requirements outlined in Sections 3, 4 and 5 of this Article shall be paid for holidays on the following basis:
  - A. **Regular part-time employees who have not completed their probationary period as of the date of a holiday and who work on a holiday specified in Section 1 above shall be paid for time worked at the overtime rate of time and one-half (1-1/2)**
  - B. If the holiday falls on a normally scheduled workday and the employee is scheduled off because of the holiday, the pay for such holiday not worked shall be for the number of hours at the straight-time rate as the employee would have received had he/she worked.
  - C. If the holiday falls on a day normally scheduled off, the employee shall receive additional pay equal to one-fifth (1/5th) his/her regular weekly scheduled hours of work.



- D. **Regular part-time non-probationary employees who work on a holiday specified in Section 1 above**, shall receive one and one-half (1-1/2) times their regular straight time pay for all hours worked plus additional straight time holiday pay equal to the actual hours worked on the holiday for up to eight (8) hours **except as noted in the next paragraph.**
- E. **Regular part-time non-probationary employees, who work Thanksgiving, Christmas or New Years Day** shall be paid at the overtime rate of the time and one-half (1-1/2) and shall also be given a paid day off or additional pay of up to eight (8) hours for such holiday. The determination of the options shall be in accordance with Section 9 below.

Section 8 - Holiday Pay, Short Hour, Temporary and Casual Employees

- 152. Short-Hour, Temporary and Casual employees who work on a holiday specified in Section 1 above shall be paid at the overtime rate of time and one-half (1-1/2).

Section 9 - Compensatory Time Off

- 153. Subject to the Employer's staffing and scheduling requirements for patient care, employees entitled to either compensatory time off or additional pay under this Article may elect to receive either time off or pay. Compensatory time off must either be added consecutively to an employee's vacation or be taken on a mutually agreed date within thirty (30) days prior to or following the holiday for which it is due; provided, however, compensatory time off added to a vacation may not be carried over from one vacation anniversary year to another. The election for compensatory time off must be submitted in writing by the employee to his/her supervisor prior to the holiday for which it is due; and if time off is requested, the date desired must be specified. If the election is not submitted in writing on a timely basis, the employee shall receive pay rather than compensatory time off. In the event more than one employee requests the same compensatory day or days off and the Employer cannot accommodate such requests because of patient care requirements, elections for compensatory time off, to the extent that they can be accommodated to such requirements shall be determined on the basis of bargaining unit seniority within the department.

Section 10 - Overtime Calculation



154. Holidays paid for but not worked shall count as time worked for computing weekly overtime for work performed later in the same work week if the holiday falls on the employee's normally scheduled work day.

Section 11 - Holiday Scheduling

155. Holiday schedules shall be posted at least thirty (30) days and no more than one (1) year prior to the holiday. The Employer will first seek volunteers by shift for the holiday work and if there are more volunteers than needed, holiday assignments will be based on bargaining unit seniority by shift. If there are not enough volunteers for the holiday work, the Employer will assign the work by reverse bargaining unit seniority to those qualified employees on the shift.
156. However, if shifts are combined because of the holiday, bargaining unit seniority among all employees in the department shall be used to determine holiday assignments. This holiday scheduling shall be based on operational needs.
157. Unless approved by the Employer this provision shall not result in any premium pay other than premium pay for the worked holiday.
158. By mutual agreement of the parties, bargaining unit seniority may be used without regard to shift.

Section 12 - Observation, Sunday Holidays

159. Holidays falling on Sunday (Christmas, New Year's and July 4th) shall be observed on that Sunday. Holiday premium rates for time worked on the holiday shall only be paid for hours worked on the Sunday shift to a maximum of eight (8) hours. Holiday premium rates will not apply to any hours worked on the Monday following the Sunday holiday shift. Regular employees whose normally scheduled day off falls on the Sunday holiday or who work the Sunday holiday and are entitled to another day off, shall take their holiday off on the Monday following the Sunday holiday as required by the Employer (it is understood that Medical Center and other operations will be significantly reduced on the Monday following the Sunday holiday).

Section 13 - Definition of Pay

160. Pay, as referred to in this Article, means base rate plus any shift differential and split shift differential being received by the employee concerned.
161. Holiday pay will be paid for the shift in which the majority of the hours are worked on the holiday.

### ARTICLE XIII - VACATIONS

#### Section 1 - Vacation Pay

162. All Regular employees who have been continuously in service with the Employer for a period of one (1) year shall be entitled to two (2) weeks' vacation with pay.
163. All Regular employees who have been continuously in service with the Employer for a period of two (2) years shall annually thereafter be entitled to three (3) weeks' vacation with pay.
164. All Regular employees who have been continuously in service with the Employer for a period of five (5) years shall annually thereafter be entitled to four (4) weeks' vacation with pay.
165. All Regular employees who have been continuously in service with the Employer for a period of ten (10) years shall annually thereafter be entitled to five (5) weeks' vacation with pay.
166. Employees may split their vacation into increments of not less than **four (4) hours**, subject to the requirements of efficient operations.
167. The vacation pay for Regular full-time employees shall be the base rate, including shift differential and split shift differential, for their regular straight-time schedule of work. The vacation pay for Regular part-time employees shall be the base rate, including shift differential and split shift differential, at the time the vacation is taken, times the average number of straight-time hours worked per week during the vacation accrual year. If such pay for a Regular part-time employee exceeds the employee's regular schedule, the excess shall be attributed to weeks of earned vacation and shall be paid on days not normally scheduled. Except as described above, vacation accruals shall be based on an eligible employee's regular schedule and shall be affected only by permanent schedule changes.

#### Section 2 - Vacation Scheduling

168. Such vacation periods shall be designated by the Employer so as not to adversely affect the efficiency of operations and shall be designated during the twelve (12) month period following the date of eligibility for the vacation. Normally vacations may not be carried over from one anniversary year to the next. However, unused vacation may be granted up to six months after the completion of that year with the supervisor's approval, if due to operating requirements, the employee has been unable to take his/her complete vacation within the required time limits. In addition, regular employees with

five (5) or more years of continuous service may carry over one (1) week's unused vacation to their next anniversary year provided that they notify their supervisor in writing of their intention at least thirty (30) days prior to the completion of the anniversary year in which the one (1) week's vacation would normally be taken.

169. Employees will submit to their supervisors in January of each year a list of their first, second, and third choices for vacation dates occurring during the twelve-month period commencing April 1st. On or before March 15th of each calendar year, the supervisor or department head will post the vacation schedule for that year. Whenever possible, employees shall be given preference on the basis of bargaining unit seniority within the department in the choice of vacation periods with full consideration to the length of employment regardless of bargaining unit status.
170. If a holiday as set forth in Article XII occurs during the employee's vacation period, he/she shall be granted an additional day of vacation at his/her regular pay, or an additional day's pay in the amount he/she would have received had he/she not been on vacation at the option of the Employer.
171. **Employees eligible for vacation may during each anniversary year chose pay in lieu of up to 50 percent of their earned annual vacation. Acceptance of in lieu shall be voluntary. NOTE: Final language pending IRS research.**

#### Section 3 - Call-Back

172. In the event an employee is called back to work while on vacation, he/she shall be paid at time and one-half (1-1/2) in addition to his/her vacation pay. In instances where there is a combination of vacation and work on a prescheduled basis, vacation hours paid shall count as hours worked in determining eligibility for weekly overtime.

#### Section 4 - Radiologic Technologist Special Compensation

173. Effective November 4, 1990, Regular employees hired prior to October 25, 1986, shall receive, once each year, (December 1) a lump sum payment equal to eighty (80) hours straight-time pay. Part-time Regular employees shall have their lump sum payment prorated. **This lump sum payment shall not apply to employees at the Kaiser Permanente Medical Facility in Fresno.**  
Section 5 - Vacation Pay for Terminated Employees

174. Regular employees with at least six (6) months of service shall be entitled to vacation pay prorated on the basis of actual months of service in accordance with the benefits outlined in Section 1 of this Article at the conclusion of their employment. However, the Employer can require at least one (1) week's

notice of the intention of an employee to quit as a condition of this proration of vacation pay.

175. Employees discharged for cause with less than one year's service shall not be entitled to prorated vacation.

#### ARTICLE XIV - PERQUISITES

##### Section 1 - Room and Personal Laundry

176. When the Employer offers any employee the option of room and/or personal laundry service in partial satisfaction of the employee's wages, the amount to be deducted from the wages of the employee shall be a matter of individual arrangement between the Employer and the employee. Nothing herein contained shall be construed to require the Employer to make or continue to make available room or personal laundry service.

##### Section 2 - Uniforms

177. When employees are required to wear uniforms or special type work clothes while in the employ of the Employer, the cost of laundering and furnishing same shall be borne by the Employer; provided that the Employer shall not be required to furnish or launder apparel traditionally worn by such employees in hospitals generally. The term "uniform" includes wearing apparel and accessories of distinctive design or color.
178. The cost of any safety equipment required shall be paid by the Employer.

##### Section 3 - Meals

179. Employees who spend the major part of their work time in the performance of culinary or dietary duties, as differentiated from clerical, technical, housekeeping, nursing, etc., shall be entitled to meals provided by the Employer as follows:

Up to Three (3) Hours' Work	One (1) Meal
Three (3) Hours to Six (6) Hours' Work	Two (2) Meals
Six (6) Hours' Work or More	Three (3) Meals

These meals shall be furnished to such employees without deduction in compensation.

180. Meals must be taken during the hour before work, the designated lunch period or the hour following quitting time. If meals are not available during these periods, a credit shall be given to such employee amounting to one dollar (\$1.00) for each unavailable meal.



#### Section 4 - Mileage

181. Between the time an employee commences work and subsequently completes his/her assignment preparatory to returning home, should an employee be required to use his/her own vehicle in order to complete his/her work assignment, such employee shall be reimbursed for travel expenses incurred such as **bridge tolls and mileage** in accordance with the **IRS reimbursement rate on the day of travel**. All employees temporarily reassigned to another facility or meeting location at the Employer's convenience shall also be reimbursed for incurred travel expenses as described above in excess of their usual commute.

### ARTICLE XV - SICK LEAVE

#### Section 1 - Accumulation

182. Each Regular employee shall accumulate one (1) day's sick leave with pay for each calendar month of employment. After completion of the 4th year of employment each Regular employee shall accumulate one and one-fourth (1-1/4) days of sick leave with pay for each calendar month of employment. An employee shall not be entitled to sick leave with pay unless he/she has acquired three (3) months' continuous service credit and in no case shall sick leave be retroactive to any absence due to sickness during the first three (3) months of service credit.
183. Regular employee working less than forty (40) hours per week shall accumulate sick leave on the basis of the ratio of his/her regularly scheduled hours of work per week to forty (40) hours per week.
184. **Any employee who has accrued 250 hours of sick leave at the time of retirement shall have all accrued sick leave hours applied to his/her credited service.**



Section 2 - Pay

185. Pay for sick leave shall be that straight-time pay which the employee would have received had he/she worked his/her regular schedule that day, including any shift differential or split shift differential being received by the employee concerned. Paid sick leave shall count as time worked for purposes of computing overtime for hours worked later in the same work week.

Section 3 - Applicability

186. Sick leave shall be applicable only if the employee is ill on days he/she is regularly scheduled to work. If an employee claims sick leave, the Employer may require reasonable proof of physical disability sufficient to justify the employee's absence from work for the period claimed, if the Employer has reasonable doubt of the validity of the disability.
187. **An employee hospitalized while on vacation is eligible to convert vacation time to unused sick leave for the period of hospitalization provided reasonable proof of the hospitalization is provided. Conversion of vacation time to sick leave time will apply only to those days the employee was pre-scheduled for vacation**
188. **An employee who suffers a disabling illness or injury of at least five (5) consecutive days duration while on prescheduled vacation leave, may convert 50% of the verified period of illness to unused sick leave. Such conversion shall be limited to blocks of pre-scheduled vacation of one or more weeks. The employer shall require reasonable proof of the disabling illness or injury, obtained at the time of the disabling event.**
189. **Upon completion of the probationary period, paid sick leave shall also apply for hours directly associated with medical, dental, or mental health appointments. For those employees whose appointments are away from the facility where they work the appointment will be scheduled so that at least a part of the scheduled appointment falls in the first or last hour of each paid period of scheduled work. The employee will give written notice of at least twenty-four (24) hours and supply verification that the appointment was kept.**
190. Sick leave shall be applicable not only as described elsewhere in this Article, but also for **mental health** treatment as an in-patient **and/or outpatient** in an accredited institution

#### Section 4 - Holiday During Sick Leave

191. If an employee is absent on paid sick leave and a holiday occurs during such absence, if he/she is eligible for holiday pay, such pay shall be charged to the holiday and not against sick leave credits.

#### Section 5 - Integration With Disability and Workers' Compensation

192. If an employee is eligible for basic UCD benefits, Employer-paid sick leave shall be reduced by the amount of the UCD benefit the employee is eligible to receive. Payments received in the form of basic UCD benefits shall not be charged against the employee's accumulated sick leave.
193. If an employee is eligible for Worker's Compensation Insurance payment, the same method of integration with Employer paid sick leave shall apply. Employees who receive full sick leave and are subsequently reimbursed by Worker's Compensation or State Disability Insurance benefits will have their pay adjusted by the amount of overpayment and their sick leave recredited proportionately.

#### Section 6 - Return From Sick Leave

194. Employees returning from paid sick leave shall be returned to their jobs, and any employee sent home after such return on the grounds that his/her position has been filled shall be paid his/her regular pay for the time lost; provided, however, for absence of one (1) work week or less, employees shall furnish notice of their readiness to return to work by 2:00 p.m. of the work day prior to their return and for absences of more than one (1) work week they shall furnish forty-eight (48) hours' notice of their readiness to return to work. The employee must also, if requested, supply certification by a physician on the staff of the Employer of their physical fitness to perform the work required. Delays occasioned by the Employer's failure to provide such examination shall extend the period of eligibility for sick leave.

#### Section 7 - Employee Requests for Data

195. Data concerning an employee's sick leave accrual will be supplied by his/her supervisor upon request.

## ARTICLE XVI - LEAVES OF ABSENCE

### Section 1 – Compelling or Personal Situations

196. Leaves of absence without pay for **compelling or personal** situations may be granted to employees at the discretion of the **department manager**. Normally, an employee must have at least six (6) months' service to be considered for a leave of absence. A leave of absence request shall not be unreasonably denied without adequate cause based upon operational requirements, nor because of the season of the year.
197. Such leaves of absence shall not be in excess of thirty (30) days, but may be extended beyond that time at the discretion of the head of the facility or **his/her designee**. In no case shall **compelling or personal** leaves in combination with other non-industrial unpaid leaves of absence be in excess of six (6) months.

### Section 2 - Non-Industrial Disability

198. Leaves of absence for non-industrial physical disability including maternity leaves shall be granted for the period of disability provided that physician's certification setting forth the length of such disability is submitted. Leaves of absence as referred to in this paragraph shall not exceed a total of six (6) months. The period of any leave of absence, except those of a duration of less than thirty (30) days, will not accrue to the service credit of the employee for the purposes of tenure increases or for vacation and sick leave computations or any other benefit where length of service is a condition of entitlement.

### Section 3 - Written Confirmation

199. Leaves of absence and renewals thereof shall be in writing with one (1) copy to the employee and one (1) copy to the Personnel Office.

### Section 4 - Insurance Benefits During Leave of Absence

200. An employee placed on an authorized leave of absence must pay the required premium necessary for continued insurance benefits as specified in Article XXII during the period of any authorized leave of absence, except in the case of industrial disability leave, as provided in Section 5 of this Article.

### Section 5 - Industrial Disability

201. Leave of absence for an industrial injury or illness shall be granted for the period of the employee's disability or for thirty (30) day renewable increments based upon a physician's certification setting forth the length of such disability.

Such industrial leaves shall not exceed a total of six (6) months. However, for those employees with two (2) or more years of continuous service, such industrial leaves shall be extended beyond that time for a period not to exceed an additional six (6) months upon a physician's verification of need. During the period of time during which an employee is on a leave of absence resulting from an industrial injury or illness incurred in the course of employment or arising out of employment with the Employer, he/she shall accrue service credit for the purposes of wage tenure increases. For a maximum of six (6) months during the period of the leave, or up to a maximum of twelve (12) months for those employees with two (2) or more years of continuous service, the employee shall continue to be covered by the Health Plan and the life insurance policy, defined in Article XXII of this Agreement at the Employer's expense.

202. An employee eligible for 12 months' industrial leave of absence who has been terminated due to his/her inability to return to work shall retain seniority as of that date for a period of an additional one (1) year. Such seniority may be utilized during the one (1) year period only for the purpose of bidding on vacancies for which he/she is qualified.

#### Section 6 - Return from Leave

203. When an employee returns to duty from an authorized leave of absence he/she shall be reinstated in the same classification, position, unit, shift and number of hours in which he/she was employed before his/her absence; but if operational conditions have changed so that it is not reasonable to so reinstate him/her, the Employer will reinstate him/her in a classification that is as nearly comparable to his/her original classification as is reasonable under the circumstances. Prior notice of two (2) weeks of intent to return from a leave of absence must be given by the employee to the employee's supervisor as a condition of reinstatement to any position.
204. In the event the employee has returned to a job in a department other than that from which he/she was granted his/her leave of absence, he/she shall retain his/her total bargaining unit seniority which he/she had accrued at the time the leave of absence commenced. Such seniority shall be used for the purposes of bidding on vacancies in his/her prior department for a period of six (6) months or until he/she has declined a position in his/her prior department and classification, whichever occurs first.
205. All persons hired to replace employees who are on a leave of absence shall be so advised and shall be informed of the approximate date the Regular employee is expected to return from leave.

#### Section 7 - Modified Work Plans



206. Nothing herein shall prohibit the Employer and the Union from mutually agreeing to "reasonable accommodations" for injured or disabled employees.

#### ARTICLE XVII - BEREAVEMENT LEAVE

207. When a death occurs in the immediate family of an employee, he/she shall be entitled to a leave of absence of up to three (3) days with pay. Immediate family is defined as spouse/domestic partner, sister, brother, daughter, son, mother, mother-in-law, father, father-in-law, or grandparents. In addition, the employee shall be granted an additional two (2) days' unpaid leave of absence if the funeral is out of state.
208. If an employee is on vacation and a death occurs in the employee's immediate family, the employee may convert such vacation time to funeral leave, provided however:
- A. The employee requests such conversion in writing on a form designated by the Employer within five (5) working days upon return from scheduled vacation.
  - B. The form shall in part require the following information:
    - 1. Name and relationship of deceased immediate family member.
    - 2. Date of death and appropriate recording entity within the country or state in which the death occurred.
    - 3. Dates of vacation days to be converted to funeral leave.
209. Pay for such leave shall be calculated in the same manner as that for paid sick leave in Article XV.

#### ARTICLE XVIII - PAID EDUCATIONAL LEAVE

##### Section 1 - Eligible Employees

210. After the completion of one full year of service, employees shall begin to earn paid educational leave at the rate of forty (40) hours per year, accumulative to a maximum of 160 hours. Paid educational leave may be taken by full days or by hourly increments as time away from the job, commencing with the thirteenth month of service. Part-time Regular employees will accrue paid educational leave on a prorated basis up to a maximum of one hundred sixty (160) hours.



### Section 2 - Eligible Programs

211. Educational programs and programs necessary for licensure or relicensure will be related to the current job or jobs to which the employee can expect to transfer or be promoted in the usual course of eligibility in accordance with the following:
212. Education programs to be considered for paid educational leave will be as follows:
  - A. Formally organized courses related to the employee's current job or jobs to which the employee can expect to transfer or be promoted in the usual course of eligibility or, if mutually agreed, in another appropriate job field.
  - B. Formally organized seminars and symposia dealing with contemporary practices in the employee's current job or jobs to which the employee can expect to transfer or be promoted in the usual course of eligibility or, if mutually agreed upon, in another appropriate job field.
  - C. Formally organized courses in related subjects leading to a degree in the employee's current job or jobs to which the employee can expect to transfer or be promoted in the usual course of eligibility or, if mutually agreed upon, in another appropriate job field.
  - D. Formally organized specialized courses relating to the employee's current job field.
213. The various programs covered above include those sponsored by educational institutions, government agencies, hospital, union, or professional associations. It is agreed that the above set forth activities shall be job related or those to which the employee can expect to transfer or be promoted in the usual course of eligibility. Educational leave shall be applicable only for actual attendance in the course, seminar, class or symposium and shall not apply for preparatory time incidental to those courses, seminars, classes, or symposia.

### Section 3 - Administration

214. Requests for leave shall be made in writing setting forth the details, i.e., dates, hours, subject, faculty and purpose of taking the course. The employee may be requested by the Employer to make a report on subject activity in writing to be presented to the employee's supervisor or department manager.
215. If an employee submits a written request for paid educational leave at least one (1) month in advance, the Employer will notify the employee in writing at least two (2) weeks in advance as to whether the requested leave will be

permitted or denied. A later request will not be denied solely because of non-conformance with this time limit.

216. Such leave shall not be unreasonably denied without adequate cause based upon operational requirements nor because of the season of the year.

Section 4 - Hours Paid

217. **An employee who is entitled to education leave may elect to utilize up to (16) sixteen hours per year of their educational leave pay, on a day or days when the employee is not normally scheduled to work, including home based courses. The educational course must meet the following and all other criteria established above for paid educational leave:**

- A. All course programs must be approved prior to starting course, including the actual time required for the course.**
- B. The course announcement must accompany the request for approval.**
- C. The employee must show proof of successful completion of the course prior to being paid education leave pay for the time.**
- D. Courses will not be used to calculate overtime hours.**

218. Employees who attend the above-defined programs on their normally scheduled days of work shall be eligible for paid educational leave in accordance with the following:

- A. If four (4) or more hours of an educational program fall within an employee's normally scheduled shift, the employee will be excused from his/her shift assignment and will receive educational leave pay equal to his/her regularly scheduled shift that day.
- B. If less than four (4) hours of the educational program fall within an employee's shift, the Employer shall have the option of excusing the employee from his/her shift assignment or scheduling the employee to work the remainder of his/her shift. If the employee is scheduled off, such employee shall receive educational leave equal to his/her regularly scheduled shift that day. If the employee is scheduled to work the remainder of his/her shift, then the employee shall be paid the combination of educational leave and worked time which shall equal but not exceed his/her regularly scheduled shift that day.

Section 5 - Night Shift Employees

219. A night shift (as opposed to day or evening shift) employee who is presently licensed, certified or registered as defined by the Collective Bargaining Agreement who attends educational programs which would otherwise qualify under the educational leave and pay provision but fall entirely outside of the employee's night shift may accumulate such educational leave time until he/she has accumulated the equivalent of a full shift. At that time equivalent paid time off at the mutual convenience of the facility and the employee will be arranged.

#### ARTICLE XIX - IN-SERVICE EDUCATION

220. When an In-Service Education Program is provided by the Employer for employees in a particular classification or classifications under the Agreement, the Employer will use its best efforts to insure that the training sessions are available to all employees in such classification or classifications. Such best efforts shall include duplicates of program on alternate shifts when appropriate, alternating the time and shift of showing or rescheduling of employees upon their request when operations permit. In the event that such best efforts are unsuccessful, the Employer will meet with the Union for the purpose of working out a mutually acceptable solution.
221. Other interested employees may attend such programs when space is available to permit their attendance and, secondly, if such program is during the employee's working hours, their supervisor is able to arrange to let them leave their assignment without unduly affecting the work flow.
222. When an In-Service Education Program provided by the Employer qualifies for accreditation by the State for purposes of continuing education for relicensure or recertification, the Employer will seek such accreditation and obligate itself to pay state fees required for the state to make such determination.

#### ARTICLE XX - TRAINING COMMITTEE

223. Joint Training Committees may be established at each medical center. The committees shall each consist of not more than three (3) representatives from management and three (3) representatives from the Union, and shall meet not more than three (3) hours per month unless the time is extended by mutual agreement. Such time in these meetings shall be consistent with the operational requirements of the medical center.
224. The Committees shall study and investigate areas where additional employee training would create opportunities for advancement to positions that are expected to become available. Subject to full approval of Union and

management representatives, the committee may initiate meetings with appropriate outside agencies to identify available resources and services.

- 225. Training shall be subject to the Employer's needs to continue the highest quality of medical care consistent with efficiency of operations and services rendered to the Health Plan membership.
- 226. Recommendations from the Committee shall be forwarded in writing to the facility administrator for his/her consideration and review, and he/she shall advise the Committee in writing of the disposition of the recommendations.

#### ARTICLE XXI - JURY DUTY PAY

- 227. An employee required to report for jury service or subpoenaed to appear as a witness in a judicial procedure arising out of his/her employment will be excused from work on such days and shall receive, on days he/she otherwise would have worked, the difference between his/her regular straight-time day's pay and any amount of jury pay or witness fees received. The employee must show proof of having been directed to report in connection with jury service or the subpoena and the amount of such fees.
- 228. On any day of jury service or such subpoena during which an employee is excused entirely or in sufficient time to permit him/her to return to work for a minimum of one-half (1/2) his/her regular scheduled shift, he/she shall be required to do so and the pay provided for herein shall be reduced accordingly.
- 229. For judicial service as set forth in Paragraph 227 during hours other than normally scheduled hours, the employee shall not be required to work regularly scheduled hours with less than an eight (8) hour interval from such service. Such service shall include travel time. Such protected time lost shall not result in loss of pay when considered in conjunction with fee received.
- 230. Pay provided for in this Article for work which was not performed shall be included in the hours worked for the purposes of calculating daily or weekly overtime.

#### ARTICLE XXII - INSURANCE BENEFITS

##### Section 1 - Health Insurance

- 231. Description of Coverage



The Employer agrees to provide Kaiser Foundation Health Plan benefits **currently described as "SS" coverage**, the Psychiatric Plan, pre-paid maternity, **durable medical equipment coverage** and the Optical Plan for Regular employees, spouse/domestic partner and eligible dependents or to pay the premium required to provide the alternate **medical plan** coverage **as described in the plan document**. Effective August 1, 1996, the Employer agrees to provide the drug benefit currently described as Kaiser Foundation Health Plan Drug Program Benefit "N" (\$5.00 co-pay) **or the Drug Program Benefit (\$5.00 co-pay) included under the alternate medical plan** to all Regular employees/retirees, their spouses/domestic partners and their dependents. The \$5.00 drug co-pay shall apply to eligible employees who retire on or after January 1, 1998.

232. Eligible Dependents

Eligible dependents shall also include unmarried children of the employee and the employee's spouse/domestic partner **to age** twenty five (25) provided they have the same regular residence as the employee and are dependent upon the employee for support and maintenance.

233. Maintenance of Benefits

The Employer agrees to pay any additional premium payments required to maintain the benefits described in Section 1 during the term of this Agreement, except as otherwise stated.

234. Effective Date of Coverage

Hospital-medical-surgical and drug coverage for employees and dependents shall become effective the first day of the month following the date the employee becomes a regular employee.

235. Change in Plans

Employees may change from one hospital-medical-surgical plan to another on January 1 of any year, provided they submit a notice in writing to the Employer's **Human Resources Service Center** of their desire to change Plans at least thirty (30) days prior to any January 1.

236. Ineligible Dependents

An employee's dependents who otherwise receive Kaiser Foundation Health Plan coverage by virtue of eligibility or membership through employment with another employer with benefits at least equal to



benefits received by dependents under the Employer's plan will not be eligible for Employer-paid dependent coverage. The Union shall cooperate in the administration of this Section.

237.

Retiree Coverage

The Employer agrees to provide to those employees covered by the Kaiser Foundation Health Plan, Kaiser Foundation hospital-surgical-medical benefits described as Senior Advantage or the alternate **medical plan** coverage integrated with Medicare, for employees retired under the normal, disability and postponed provisions of the pension plan and who are eligible for and participating in Parts A and B of Medicare. Employees retiring under the early or disability provisions of the pension plan shall become eligible for the Kaiser Foundation Health Plan Senior Advantage coverage (or the dual choice option **if accepted by the Administrator**) upon becoming eligible for and participating in Parts A and B of Medicare. For early and disability retirees who retire after November 1, 1992, the requirement that employees must maintain Kaiser coverage during the period from early retirement to age sixty-five (65) in order to qualify for coverage at age sixty-five is eliminated. Covered spouses/**domestic partners** of such employees must also enroll in Parts A and B of Medicare when eligible. Medicare-eligible employees who retired prior to August 1, 1996, along with their Medicare-eligible dependents, will be allowed to retain their existing coverage presently described as "MS" or may choose to enroll in the Senior Advantage Plan provided they meet eligibility requirements. **Employees** who retire on or after August 1, 1996, **and their dependents** will be required to enroll in the Senior Advantage Plan **upon becoming Medicare-eligible**. The medical benefits that retirees receive from the Senior Advantage program will continue to be the same as those described as the "SS" coverage in Article XXII, Section 1. Retirees covered by Senior Advantage must receive all medical care at Kaiser Permanente facilities in order to receive benefits. If individuals covered under this plan move outside the Kaiser Permanente service area, and do not elect the alternate **medical plan**, Kaiser Permanente will offer its Out of Area Group plan. However, effective January 1, 1997, such Medicare-eligible retirees and their dependents will be required to pay that amount of the Out of Area retiree group rate which is in excess of the Health Plan retiree group rate in effect on January 1 of each year. Dependents **of employees who retire on or after August 1, 1996** who are not yet Medicare-eligible must enroll in Kaiser Permanente's Senior Advantage Plan as soon as they become eligible in order to maintain health plan coverage.

238. For employees hired after October 25, 1986, fifteen (15) years of service under the Retirement Plan shall be required for eligibility for the post-

retirement health care coverage described above, and such coverage shall not include optical benefits.

239. Costs for post-retirement medical coverage shall be shared as follows for employees who terminate on or after January 1, 1998, and who meet the eligibility requirements for retiree medical coverage. Such costs will be based on the January 1 retiree Senior Advantage group rate for each year.

<u>Years of Service</u>	<u>Employer Monthly Payments</u>	<u>Retiree Monthly Payments</u>
15	50%	50%
16	55%	45%
17	60%	40%
18	65%	35%
19	70%	30%
20	75%	25%
21	80%	20%
22	85%	15%
23	90%	10%
24	95%	5%
25	100%	0%

Section 2 - Life Insurance

240. The Employer will provide each Regular employee with \$5,000 Group Life Insurance and \$5,000 Accidental Death and Dismemberment coverage and the cost of such coverage shall be paid by the Employer.
241. Coverage shall become effective the first day of the month following the date the employee becomes a Regular employee.

### Section 3 - Dental Insurance

#### 242. Basic Coverage

An Employer-paid Dental Program will be provided to all Regular employees, their spouses/domestic partners, **and** their eligible dependent children up to age 25, provided such employees have been continuously employed as Regular employees for six (6) or more continuous months. The basic dental plan shall be for covered services at the rate of 90% of usual, reasonable customary fees, except for 50% reimbursement for bridges and dentures.

#### 243. Claims Disputes

The Employer will provide a central area for resolving difficulties in processing claims and the Union may designate a representative to assist in the expediting of these problems with the dental insurance carrier.

#### 244. Orthodontia Coverage

Orthodontia coverage for dependent children to age eighteen (18) at 50% of usual, reasonable and customary charges for corrective procedures only to \$1,000 lifetime maximum, will be provided at the Employer's expense.

#### 245. Coordination of Benefits

If employees and eligible dependents entitled to dental benefits under this Agreement are also entitled to dental benefits under another group plan, benefits from this plan will be coordinated with the benefits from any other group plans so that up to 100% of the allowable expenses incurred during a benefit year will be paid jointly by the plans. An allowable expense is any necessary, reasonable and customary item of dental expense covered in full or in part under any one of the group plans involved. This plan will always pay either its regular benefits in full or a reduced amount which when added to the benefits payable by other group plans, will equal 100% of allowable expenses during each benefit year. Also in cases where an employee is entitled to Dental Benefits under this Agreement in his/her own right and also as a dependent of another employee in this same plan such coordination of benefits shall be applicable.

### Section 4 - Short Hour Employee's Coverage

246. Short-Hour employees as defined in Paragraph 98 whose regular predetermined work schedule is at least eight (8) hours per week may purchase at their own expense through a payroll deduction plan the same Kaiser Foundation Health Plan coverage available to regular employees under this Agreement provided that a minimum of 75% of all eligible Short-Hour

employees in the Region elect to purchase and continue to purchase such Health Plan coverage. Coverage will be offered on the Health Plan's three-rate structure. At any time participation falls below seventy-five percent (75%) of the group of eligible employees such coverage shall be discontinued. There shall be an annual enrollment period during which these eligible Short-Hour employees may elect to purchase the coverage.

#### Section 5 - Complete Details on Benefits

247. This Agreement contains only a summary of benefit plans. Complete details concerning these benefits are contained in the appropriate provider contracts, plan documents or summary plan descriptions which are provided to the Union. Summary plan descriptions shall be provided by the Employer to employees upon request.

Also refer to the National Agreement, October 1, 2000 for additional information regarding Insurance.

#### ARTICLE XXIII - DOMESTIC PARTNER COVERAGE

248. The following benefits and policies shall be offered to employees' domestic partners and their eligible dependents, who meet the eligibility requirements as stated in paragraph 249.

- A. Medical Benefits
- B. Dental Benefits
- C. Bereavement Leave
- D. Post-retirement Medical Benefits

#### Eligibility

249. In order for an employee to be eligible for domestic partner benefits provided in this Agreement, he/she and the individual for whom benefits are being applied, must provide a completed Affidavit of Domestic Partnership as requested by the Employer. For purposes of this Agreement, a domestic partnership is one in which the employee and the domestic partner both meet all the following requirements:

- A. Live together, sharing the same living quarters as a primary residence, in an intimate, committed relationship and mutual caring;
- B. Have no other domestic partner at this time;
- C. Are responsible for each other's basic living expenses during the domestic partnership, and agree to be financially responsible for any



debts each other incurs as a direct result of Kaiser Permanente's extension of benefits to either domestic partner;

- D. Are not married to anyone;
  - E. Are 18 years of age or older;
  - F. Are not related to each other as a parent, brother or sister, half brother or sister, niece, nephew, aunt, uncle, grandparent, or grandchild; and
  - G. Have not been covered by Kaiser Permanente sponsored benefits with another domestic partner at any time during the last **twelve (12)** months.
250. The Employer's provision of insurance benefits to domestic partners and their eligible dependents will be in accordance with applicable federal and state laws, withholding tax requirements and Internal Revenue Service requirements.

#### ARTICLE XXIV - ANNUAL PHYSICAL EXAMINATIONS

251. When an employee is notified of the need to complete his/her annual physical examination, he/she may select from the Department of Medicine a Permanente Medical Group, Inc. physician of his/her choice; however, if the employee fails to secure an appointment for his/her physical examination within thirty (30) days following notification, the Employer may assign a Permanente Medical Group, Inc. physician for the examination.

#### ARTICLE XXV - UNEMPLOYMENT COMPENSATION

252. The Employer will cause employees to be covered by unemployment insurance and disability compensation in accordance with the terms of the California Unemployment Insurance Code.
253. The above coverage may be adjusted during the life of this Agreement in the event future legislation is enacted that is applicable to non-profit hospitals.



## ARTICLE XXVI - PENSIONS

### Section 1 - Participation

254. All Regular employees are eligible to participate in the Kaiser Permanente Employees Pension Plan after twelve (12) months of service. Major benefit provisions of the plan are described below. A full description of the plan is contained in a separate summary plan description distributed to all employees and a plan document is available for employee inspection.

### Section 2 - Service

255. Years of service determines eligibility for Early Pension, Disability Pension or a Deferred Vested Pension. Any calendar year in which an employee receives pay for 1,000 or more hours of employment with the Kaiser Permanente Medical Care Program is a year of service. In addition each year of employment with a member hospital of the Federation of Bay Area Hospital Retirement Plans and any member of the Affiliated Hospitals of San Francisco is a year of service if an employee had 1,000 or more hours of employment in such year and if the period between termination or commencement of employment with the Kaiser Permanente Medical Care Program and termination or commencement of employment with such member hospital does not exceed 90 days.

### Section 3 - Credited Service

256. Years of Credited Service determine the amount of the Normal Pension and other pensions provided by the Plan. Any calendar year in which an employee receives pay for 2,000 or more hours of employment with the Medical Care Program is a year of Credited Service. In calendar years in which an employee is paid for less than 2,000 hours, partial years of Credited Service are counted for periods of time when an employee is regularly scheduled to work 20 or more hours per week. For vested participants who terminate or retire after January 1, 1990, any calendar year during which the employee is in Short-Hour, Temporary, or Casual employee status and works one thousand (1,000) or more hours will be counted toward Credited Service. Final Average Monthly Compensation for Short-Hour, Temporary and Casual employees shall be calculated by reducing the employee's contractual pay rate by the amount of pay in lieu of benefits.

Section 4 - Eligibility for and Amount of Benefits257. A. Normal Retirement

An employee is entitled to a Normal Monthly Pension if he/she retires on his/her 65th birthday. The Normal Pension for employees retiring on or after November 1, 1978, is computed as follows:

258. 1. For each year of Credited Service after 1978, 1.2% of Final Average Compensation (final average compensation is the monthly average of an employee's base wages over the highest 60 consecutive months of employment within the last 120 months of employment). Lump sum wage payments paid to employees during the term of the 1986-1989 Agreement shall be included in yearly compensation for the purposes of computing pension benefits. The month immediately before a month(s) in which the employee had no compensated hours of employment and the month immediately after such a period are considered to be consecutive months of employment; and

259. 2. For years of Credited Service before 1979, the larger of:

a. 1.2% of Final Average Monthly Compensation multiplied by years of Credited Service before 1979; or

b. The sum of the following:

1) For each year before 1964, 203% of 1-1/4% times monthly compensation in 1963;

2) For each year after 1963 but before 1971, 203% of 1% of base monthly compensation subject to Social Security tax plus 1-1/2% of any excess;

3) For each year after 1970 but before 1975, 145% of 1% of base monthly Compensation up to \$650 plus 1-1/2% of any excess; and

4) For each year after 1974 but before 1979, 1% of base monthly compensation up to \$650 plus 1-1/2% of any excess.

260. B. Postponed Retirement

An employee is entitled to a Postponed Pension if he/she retires after his/her 65th birthday. The Postponed Pension is computed in the same

manner as a Normal Pension based upon the employee's Credited Service and Final Average Compensation as of his/her retirement date.

261. C. Early Retirement

An employee is entitled to an Early Pension if he/she retires after his/her fifty-fifth (55th) birthday and has ten (10) or more years of service. The Early Pension is computed in the same manner as a Normal Pension based upon Credited Service and final Average Compensation as of the employee's date of retirement, and actuarially reduced to reflect earlier commencement of benefits.

262. D. Disability Retirement

An employee is entitled to a Disability Pension if he/she is eligible for and receives disability income benefits under Title II of the Social Security Act when he/she retires and if he/she has ten (10) or more years of service. Eligibility for a Disability Pension is subject to periodic review by the Administrative Committee of the Plan. The Disability Pension is computed in the same manner as a Normal Pension, based upon the employee's years of Credited Service and Final Average Compensation at the time of his/her termination, and is not actuarially adjusted.

263. E. Deferred Vested Pension

An employee is entitled to a Deferred Vested Pension if his/her employment terminates and he/she has completed five (5) or more years of service or if the sum of his/her age and service totals sixty-five (65) or more for employees hired before January 1, 1976. If such employee dies prior to receiving benefits and is survived by a spouse, the spouse will receive a monthly benefit equal to the amount that would have been payable if the employee had retired the day before his/her death and elected the joint and survivor method of payment with a fifty percent (50%) continuation to the survivor. The Deferred Vested Pension is computed in the same manner as a Normal Pension, based on Credited Service and Final Average Compensation at termination of employment. Payments commence at age sixty-five (65), subject to filing a retirement application.

264. F. Survivor Annuity

An employee who has attained five (5) or more years of service is entitled to survivor annuity coverage. If such an employee dies prior to retirement, and is survived by a spouse, the spouse will receive a monthly benefit equal to the amount that would have been payable if

the employee had retired the day before his death and elected the joint and survivor method of payment with a 50% continuation to the survivor.

265. G. Other Pensions

Any pension payable under this plan will be reduced by the amount of any pension payable under any other plan maintained by, or to which contributions are made by the Employer to the extent that such benefits are attributable to the same period of service.

266. H. Manner of Payment

Pensions are paid monthly under a method of payment elected by the employee. The employee may elect a life annuity, a joint and survivor annuity, a guaranteed years of payment annuity, an annuity which together with Social Security provides level payments before and after Social Security begins, or a single sum. If the method of payment is other than a life annuity, the amount of the payment will be actuarially adjusted.

267. I. Reinstatement of Benefits

If an employee terminates employment and is reemployed, all prior service and Credited Service is reinstated upon reemployment.

Section 5 - Voluntary Employee Contributions

268. An employee who is eligible to participate in the plan may provide for a supplementary retirement income financed by voluntary employee contributions.

Section 6 - Cost

269. The cost of the Plan will be paid entirely by the Employer whose contributions are deposited in trusts created by the Employer.

Section 7 - Administration

270. The Plan is administered by a pension committee appointed by the Employer. Contributions to the plan are held in trust funds established by the Employer.
271. Upon request to the facility, an employee shall receive an accounting of the employee's current status relative to the Pension Plan.

Section 8 - Salary Deferral Retirement Plan



272. All employees shall be eligible for the Kaiser Permanente Salary Deferral Retirement Plan (KPSDR), which allows tax-deferred contributions to a 401(k) type retirement plan.

Also refer to the National Agreement October 1, 2000 for additional information regarding pensions.

#### ARTICLE XXVII - CHILD CARE

273. **The Employer shall offer an optional Dependent Care Plan to all eligible employees. This plan shall provide employees the option to set aside tax free dollars for eligible dependent care expenses in accordance with the Internal Revenue Code. Coverage, limitations and exclusions of the Dependent Care are governed by the Employer's service agreements with the provider, the Plan Documents, and summary Plan Descriptions.**
274. No later than June 1, 1993 a list of licensed child care providers from the State of California will be available in each facility's Personnel Office for use by employees. The Employer is providing this list as a courtesy, for informational purposes only. The Employer, nor the Union, had any role in preparing the list, and in no way endorses, recommends, or certifies the competence of any provider on the list. The Employer and the Union disclaims liability for any acts or omissions of any of the providers on the list.

#### ARTICLE XXVIII - CONSCIENTIOUS OBJECTION

275. The rights of patients to receive medical care and the obligation of the facility to render such care must be recognized and respected. In the case of therapeutic abortions, employees accept the obligation of providing competent medical care as a major responsibility; however, it is recognized that an employee may hold sincere moral or religious beliefs which require the employee in good conscience to refuse direct participation in such medical procedures.
276. The Employer agrees that an employee may refuse to directly participate in such medical procedures and will not be subject to coercion, censure, unreasonable transfer, unreasonable assignment or discipline by reason of such refusal. An employee who has an assignment where participation in therapeutic abortion occurs and who conscientiously objects to such participation, shall notify his/her supervisor of this position in writing which may require reassignment or transfer.
277. In emergency situations where the immediate nature of the patient's needs will not allow for substitution, the patient's right to receive medical care shall take



precedence over the exercise of the employee's individual beliefs and rights. In such cases, the Employer shall arrange for reassignment/transfer at the earliest possible opportunity.

#### ARTICLE XXIX - UNION BUSINESS

278. Duly authorized representatives of the Union shall be permitted at all reasonable times to enter the facilities operated by the Employer for the purpose of transacting Union business and observing conditions under which employees are employed; provided, however, that no interference with the work of employees shall result and such right of entry shall at all times be subject to general hospital and clinic rules applicable to non-employees. The Union Representative shall, upon arrival at the facility, notify the office of Administration, or its designee of his/her presence.
279. The Employer agrees to recognize Union Stewards and Field Representatives duly appointed by the Union, who may receive complaints and see that the terms and conditions of the Labor Agreement are observed, provided that such activity does not unduly interfere with the work assignment of the Steward(s) or other employees. The Union will notify the Employer in writing of the names and assignments of all duly appointed Stewards and Field Representatives.
280. Employees have the right to have a Union Steward or Union representative present at meetings with supervisors or management representatives when such meetings are accusatory or disciplinary in nature. Furthermore, the Employer shall advise the employee in advance if a requested meeting may result in suspension, discharge or other discipline of the employee.
281. Union Field Representatives shall be allowed access to appropriate materials in personnel files which are directly related to an alleged contract violation if the employee's written consent is presented to Personnel. The Employer will not use any materials from personnel files for the purpose of discipline, or in the grievance procedure, which have been specifically denied the Union in a request for access.
282. The Employer shall provide space at each facility for a bulletin board for the use of the Union.

## ARTICLE XXX - DISPUTES

### Section 1 - Work Stoppages

283. The Employer and the Union realize that the Employer's facilities are different in their operations from industries because of services rendered to the community and for humanitarian reasons, and agree that there shall be no lockouts on the part of the Employer, nor suspension of work on the part of the employees, it being one of the purposes of this Agreement to guarantee that there will be no strikes, lockouts or work stoppages.
284. All disputes in other matters of controversy coming within the scope of this Agreement will be settled by the procedure hereinafter provided.

### Section 2 - Probationary Period

285. Regular employees may be discharged without recourse to the grievance procedure within the first ninety (90) days of employment. Short Hour, Casual and Temporary employees may be discharged without recourse to the grievance procedure within the first three hundred (300) hours or **ninety (90)** days whichever is later.

### Section 3 - Definition of Grievance

286. Grievance, as referred to in this Article, includes every dispute concerning application or interpretation of this contract and/or any dispute concerning wages, hours or working conditions. All such disputes shall be subject to the grievance procedure; however, only such grievances that allege a specific violation of the contract may be appealed to Step 3 of the grievance procedure.

### Section 4 - Discussion of Request or Complaint

287. Both the Employer and the Union pledge their active, aggressive and continuing efforts to secure prompt disposition of requests, complaints and grievances; and agree that most disputes can be, should be and will be resolved in the oral discussions. In the few cases where such is not accomplished, the following procedure shall apply.

### Section 5 - Grievance Procedure

#### Step 1

288. The first step of a grievance, as defined in Section 3 above, shall be the discussion with the Department Head by the employee, Field Representative and/or Shop Steward. Every grievance must be initiated in the first step within thirty (30) working days after occurrence of the event causing the grievance or

the grievance shall be considered waived. Should the dispute fail to be resolved within three (3) working days after that discussion, the matter may be pursued by the Field Representative or the Chief Steward with the Employer's designee.

289. In the event the grievance concerns the discharge of the employee, the grievance must be presented in the first step within seven (7) working days following the discharge or the grievance shall be considered waived.
290. The Employer's designee must give the aggrieved employee and/or the Field Representative and/or the Shop Steward, as the case may be, an answer within three (3) working days after such discussion. The grievance shall be considered settled on the basis of the answer given and not eligible for further consideration unless it is appealed in writing within two (2) working days after the Employer's designee's answer. In the event the Employer's designee has failed to reply to the grievance, it shall automatically proceed to Step 2 if appealed by the Union within ten (10) working days after the grievance was initiated.

#### Step 2

291. A grievance appealed to this second step of the grievance procedure shall be in writing on a mutually agreed upon grievance form. Such grievance shall be discussed by the Field Representative and the Personnel Director at a mutually convenient time within five (5) working days after receipt by the Personnel Director of the appealed grievance into this Step 2. In the event the Personnel Director and the Union Representative conclude that they have made every reasonable effort to resolve the grievance and that further oral discussions will not result in a solution within a reasonable period of time, a grievance control number shall be assigned.
292. Only when a grievance control number has been assigned and after all avenues of discussion have been exhausted should the Personnel Director's Step 2 disposition be placed in writing on the grievance form. Such answer must be given within fifteen (15) calendar days after presentation of the grievance into this Step 2. If the Personnel Director's reply is not appealed to Step 3 within ten (10) working days after receipt in writing by the Field Representative, the grievance shall be considered settled on the basis of such reply and shall not be eligible for further appeal. If the Personnel Director fails to satisfy the time limits herein provided, the grievance shall automatically progress to Step 3 upon notification by the Union in writing within twenty (20) working days after presentation of the grievance to Step 2 that the time limits have not been waived.

#### Step 3

293. A grievance appealed to this third step must be served within the time limits previously described by the Representative of the Union to the Employee Relations Manager or his/her designee. Such notice shall state the subject matter of the grievance, identifying grievance control number and objections taken by either party to the previous disposition. Review of the appealed grievance shall take place promptly, not to exceed ten (10) working days following receipt of notice of appeal.
294. A grievance discussed in such meeting must be answered in writing by the Employee Relations Manager or his/her designee within ten (10) working days after the date of such meeting. If the reply of the Employee Relations Manager or his/her designee is not appealed to Step 4 within ten (10) calendar days after receipt in writing by the Field Representative, the grievance shall be considered settled on the basis of such reply and shall not be eligible for further appeal. If the Employee Relations Manager or his/her designee fails to satisfy the time limits herein provided, the grievance shall automatically progress to arbitration upon notification by the Union in writing within thirty (30) working days after presentation of the grievance to this Step 3 that the time limits have not been waived.

#### Step 4

295. A grievance appealed to this fourth step shall be submitted to an Arbitrator who shall be impartial and who shall be appointed by mutual agreement of the parties. In the event mutual agreement cannot be reached on an Arbitrator within ten (10) working days of receipt of notice of appeal to arbitration, the State Conciliation Service shall be asked to name a panel of five (5) individuals from which one (1) name shall be selected by the parties within five (5) working days after receipt of the names provided by the State Conciliation Service.
296. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with specific terms of this Agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement. Any decision within the jurisdiction of the arbitrator shall be final and binding upon all concerned. The expenses and salary incident to the services of the arbitrator shall be shared equally by the Employer and the Union.



#### Section 6 - General Provisions

297. Grievances may by mutual agreement be referred back for further consideration or discussion to a prior step or advanced to a higher step of the grievance procedure.
298. Time limits specified in the processing of a grievance may be waived by mutual agreement.
299. Settlements reached in Step 1 or Step 2 of the grievance procedure shall not establish a precedent or practice for future similar or dissimilar cases unless specifically agreed to. Such agreement must be reduced to writing and state that the settlement may be used as a precedent in future cases.
300. Grievances may be filed against the Union by the Employer in accordance with the general provisions referred to in this Article.
301. Minutes shall be prepared and jointly signed by the participants in all grievance discussions which have been assigned a grievance control number. Minutes shall conform to the following general outline:
  - A. Grievance control number.
  - B. Names and positions of those present, including witnesses.
  - C. Background information and facts.
  - D. Statement of Union position and reason therefor; the relevant contract provisions; past grievances and/or awards; supporting evidence and arguments.
  - E. Statement of Employer's position; full response to all claims; points of evidence; testimony and arguments presented by the Union; Employer evidence including past grievances and/or awards.
  - F. Summary of discussion.
  - G. Decision reached.
  - H. Statement of concurrence in or exceptions to minutes.

#### Section 7 - Modification of Procedure

302. Since the parties are determined that there will be a procedure for the resolution of all disputes which works rapidly and equitably to bring such disputes to a final resolution, the foregoing may be changed at any time by

mutual agreement after experience has demonstrated that any of the foregoing provisions or procedures are causing undue delays.

Section 8 - Discipline

303. Just Cause

Discipline shall be administered only for just cause.

304. Patient and Physician Complaints

Patient and physician complaints will be investigated and discussed with the employee and, if the employee chooses, a Union Representative, before being used as the basis for discipline.

305. Warning Letters and Performance Evaluations

Employees shall be given an opportunity to read, sign and attach written comments to formal performance evaluations or formal letters of warning prior to the placement of such material into the employee's personnel file.

306. Warning letters and performance evaluations shall become a valid part of the personnel file if they have been signed by the employee, as proof of receipt only, or the Shop Steward has been notified in writing of an employee's refusal to sign.

307. Letters of Warning shall be given consideration based upon the seriousness of the incident and length of time since the occurrence of the incident.

308. Orientation

If employees are assigned to familiarize others with the duties and responsibilities of their job, any resulting reduced work performance shall not be appropriate cause for discipline.

309. Performance/Production Standards

Discipline related to Employer established performance/production standards shall be subject to the "just cause" provisions referenced in paragraph 303 above.

ARTICLE XXXI - CONFIDENTIALITY OF MEDICAL RECORDS

310. Indiscriminate or unauthorized review, use or disclosure of personal information, medical or otherwise, regarding any patient or employee is expressly prohibited. Except when required in the regular course of business, the discussion, use, transmission or narration, in any form, of any patient or employee information which is obtained in the regular course of business is prohibited.

ARTICLE XXXII - JOINT CONFERENCE ON SERVICE RELATED ISSUES

311. On a mutually agreed upon date in each year of this Agreement, the Employer and the Union will sponsor a region-wide joint conference on service related issues. The purpose of this conference will be to provide the Employer and employees with the opportunity to exchange views on enhancing the professionalism of employees in classifications covered by this Agreement and the contribution of all employees to the provision of service to Health Plan members. Execution of this conference shall be subject to the following:

- A. Attendees at the conference shall consist of one (1) employee selected by the Union and one (1) employee selected by the Employer for each medical center. Each party shall designate a chairperson from among the selected attendees. The Committee representatives will report to and involve the medical offices (clinics) in their area. Chairpersons shall have the authority to work out coordination of representatives and if mutually agreed expand the number as necessary. Two (2) Labor Relations representatives of the Employer and two (2) representatives of the Union may observe the activities of the conference but shall be excluded from participation. Attendees shall be paid for time spent at the conference at their regular hourly rate of pay.
- B. The conference may cover a period of up to eight (8) hours on a mutually agreed date each year. Each party shall have one-half (1/2) of the scheduled conference time to present issues and to discuss them, unless otherwise mutually agreed.
- C. No later than thirty (30) days prior to the conference the two (2) chairpersons and two (2) committee members from each side referenced in A. above shall meet to determine the conference format and the most efficient ways of maximizing available conference time. They will also exchange agendas of items each party wishes to discuss at the conference. The chairpersons shall moderate the conference. Attendees shall be paid at their regular rate for time spent at the joint agenda planning session.

- D. Issues which are covered by the provisions of this Agreement, which are proper subjects of collective bargaining between the Employer and the Union, or which are the proper subject of the grievance procedure contained herein shall not be discussed at this conference.
- E. Publication or discussion of the content or results of the conference shall be limited to the Union and employees of the Employer and minutes shall be kept of all conference proceedings. Information regarding the conference shall be disseminated jointly through the facility service committee representatives.
- F. At each conference the attendees shall determine if any follow-up activity subsequent to the conference is needed. If such a determination is made, the attendees shall develop the procedures which will govern such activity. Any mutually agreed upon joint follow-up activity shall be paid at the employee's regular hourly rate.
- G. Nothing in this Article shall be subject to the grievance and arbitration provisions of this Agreement, with the exception of dispute related to pay as set forth above.

#### ARTICLE XXXIII - COMPETITIVE WAGE REVIEW AND EQUITY ADJUSTMENTS

- 312. During September in each year of this Labor Agreement, excluding the year in which the contract expires, the Employer will meet with representatives of the Union to review specific job classifications, identified by each party, as requiring wage increases over and above the negotiated wage increases for that specific year. Wage data used by the Employer or the Union in identifying such classifications shall be reviewed by the parties prior to the Employer implementing any changes in the previously negotiated wage rates. Nothing herein shall limit nor change the parties' rights under the Collective Bargaining Agreement or be used to modify any of the provisions of the Collective Bargaining Agreement. Disputes under this Article shall not be subject to the provisions of Article XXX ("Disputes").

#### ARTICLE XXXIV - LABOR-MANAGEMENT COMMON INTEREST FORUM

- 313. Effective January 1, 1990, the parties hereby agree to establish a Joint Labor-Management Common Interest Forum at each Medical Center and Free Standing Medical Office Building (presently Stockton and Fresno), Livermore and the Berkeley Complex in order to improve labor-management and employee-employer relations. The purpose of the Common Interest Forum shall be to address issues of mutual concern to the Union and the Employer. The Common Interest Forum shall consist of no more than eight (8)



representatives chosen by the Union and no more than eight (8) representatives chosen by the Employer and shall meet on a quarterly basis at mutually agreeable times and places.

314. Employee representatives on the Labor-Management Common Interest Forum shall be paid at their straight-time hourly rate for time spent at meetings of the Common Interest Forum.
315. The Common Interest Forums shall not engage in collective bargaining nor shall they resolve issues which have already been raised under the Dispute Resolution Procedure.
316. Except for pay as referenced in paragraph 312 above none of the provisions of this Article shall be subject to the Dispute Resolution Procedure of this Agreement.
317. Nothing herein shall:
1. Dissolve, restrict or prevent continuation of existing committees.
  2. Require Medical Centers to have more than one (1) Labor-Management Committee, provided such committee meets the above conditions.
  3. Preclude the participation of employees represented by other bargaining units.
  4. Preclude the parties from mutually agreeing to meet more often than quarterly.

#### ARTICLE XXXV - SAVINGS CLAUSE

318. If any provision of this Agreement is found to be in conflict with the laws of the State of California or of the United States of America or any agency thereof, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE XXXVI - DURATION OF AGREEMENT

319. **Except as otherwise specifically provided, this Agreement shall be effective as of October 1, 2000, and shall continue in effect through the month, day, and year as specified in the National Agreement, Section 3: Scope of The Agreement, D. Term of Agreement and shall be automatically renewed from year to year thereafter, unless either party serves upon the other ninety (90) days prior written notice of a desire to modify this agreement, it shall contain the provisions of the Agreement which that party desires to be modified. If such notice to modify or terminate is timely served, negotiations shall commence between the parties within fifteen (15) days after receipt thereof.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day herein above written.

KAISER FOUNDATION HOSPITALS  
THE PERMANENTE MEDICAL GROUP, INC.  
KAISER FOUNDATION HEALTH PLAN

NANCY A. CARLSON  
Manager, Labor Relations

SANDI SMALL  
Vice President/Service Area Manager

HENRY DIAZ  
Asst. Mgr., Labor Relations

DEANNA MEDINAS  
Medical Group Administrator

MINYON ROBINSON  
Senior Labor Relations Representative

ROSE CARINO  
Director, Internal Medicine

TONY GATELY  
VP & Regional Medical Group  
Administrator

DAVID ISAAC  
HR Consultant

MARYANN THODE  
Sr. VP & Chief Operating Officer

ANDREA OSTLING  
Project Manager

ANABEL ANDERSON-IMBERT, MD  
Physician in Chief

JAIME VARGUARA  
Manager, Celular Pathology

DIANNE PRESTON  
Asst. Regional Medical Group  
Administrator

HELEN GALLEGOS  
Director, HIM Services

SHARON EASTMAN  
Asst. Regional Medical Group  
Administrator

ED PORTER  
Administrative Services Director

GREG SOUZA  
Director, HR Services

ROBERT BRUUN  
Medical Group Administrator

DEBORAH ROMER  
Medical Group Administrator

MARCIE ANDERSON  
Laboratory Administrative Director

BOB BROSINAN  
HR Leader

SHEILA FUSARO  
Director, Imaging Services

PAT KENDALL  
Medical Group Administrator

SUSAN YEE  
Regional Laboratory Administrator

KAREEN KNOWLES  
Medical Group Administrator

JUDY COFFEY  
Medical Group Administrator

PAT PEKROL  
Director, Nursing Practice

SHARON PARMENTIER  
Asst. Medical Group Administrator



HEALTH CARE WORKERS UNION, LOCAL 250,  
SEIU, AFL-CIO/CLC

SAL ROSSELLI  
President, Chief Negotiator

LUCY FURCH, Fresno

JOAN EMSLIE  
Secretary – Treasurer

SANDRA HOLLAND, Gilroy

WILL CLAYTON  
Director, Kaiser Division

PIERRE GERRARDS, Hayward

RACHEL RODRIGUEZ  
Assistant Director, Kaiser Division

TOM ANGELO, Livermore

LINDA LUESCHER  
Project Coordinator

ANN STEPP, Manteca, Modesto

LAURA TORRANCE, Antioch

BRANDY VICTORY, Martinez

LARRY RATTO, Berkeley

PAM LITTLEJOHN, Martinez

SALLY MOED, Campbell

ARLENE NAVARRO, Milpitas

BRENDA STELL, Fairfield

DAWN HORTON, Napa

ARMENTHA TAYLOR, Fairfield

JACKIE WILLIAMS, Oakland

SYLVIA RAYMOND, Fremont

CORNELIUS STEWART, Pleasanton

GRETA TAYLOR, Fremont

JULIA HILL, Rancho Cordoba

SHIRLEY NELSON, Redwood City

DIANE BARTON, Santa Clara

GAIL MATULOVICH, Richmond

CINDY THOMAS, Santa Rosa

GAYLE VALVERDE, Roseville

DOROTHY MARCELLE, Santa Teresa

MAUREEN FARRO, Sacramento

CORRINE WILSON, Stockton

CARLOYN PERKINS, San Francisco

CAROL MORRIS, S Sacramento

GLORIA FERNANDEZ, San Jose CC

LINDA ROSE, Vacaville

MORRIS CERVANTES, San Rafael

MIKE GRAHAM, Vallejo

ROY MORGAN, San Rafael

ROY CHAFFEE, Vallejo CC

## APPENDIX A

WAGE ADMINISTRATIVE PRACTICESSection 1. WAGE STRUCTURE DEFINITIONSA. Structure A

Structure "A" is the pay structure for all employees hired on or before October 25, 1986. All such employees will remain on this structure and move accordingly. This structure shall apply to employees in Areas I and II.

B. Structure B-1

Structure "B-1" is the pay structure for all employees hired on or after October 26, 1986 in Area I.

C. Structure B-2

Structure "B-2" is the pay structure for employees hired on or after October 26, 1986 in Area II.

Section 2. GEOGRAPHIC AREA DEFINITIONS

Area I and Area II shall be defined as follows:

AREA I

1950 Franklin and Environs	Pleasanton
Antioch	Redwood City
Campbell	Richmond
Fairfield	San Francisco (including French)
Fremont	San Jose
Gilroy	San Rafael
Hayward	Santa Clara
Martinez	Santa Rosa
Milpitas	Santa Teresa
Mountain View	South San Francisco
Napa	Vacaville
Novato	Vallejo
Oakland	Walnut Creek
Petaluma	

AREA II

Davis  
Fresno  
Modesto/Stanslaus  
Rancho Cordova  
Roseville

Sacramento  
South Sacramento  
Stockton

Section 3. ADMINISTRATION OF WAGE STRUCTURE "A"

Employees on Structure "A" shall remain on that Structure regardless of any transfers, promotions or demotions within or between Areas I and II.

Section 4. ADMINISTRATION OF WAGE STRUCTURES "B-1" AND "B-2"

Employees on Structure "B-1" or Structure "B-2" will remain on either of these two "B" Structures but may move between the two Structures as a result of the following:

- A. Lateral transfers between Area I and Area II - Employees on either Structure B-1 or B-2 who permanently transfer between the two Areas in the same job classification will be placed on the "B" Structure within the Area to which the employee transfers. The employee will be placed on the tenure step of the new "B" Structure which is the same as the tenure step held on the previous "B" Structure. Tenure credit earned on the previous "B" Structure will apply for movement to higher tenure steps on the new "B" Structure.
- B. Promotions and Demotions between Area I and Area II - In determining the appropriate wage rates for employees who are promoted or demoted into a different area, the following shall apply:

The employee will first be treated as a lateral transfer in accordance with (1) above. Once the lateral transfer wage rate and tenure step is determined, the appropriate promotion or demotion language contained in Article XI, Section 9, #128 or #129 or Article XI, Section 10, #132 or #135 shall be applied.



Section 5. SELECTION OF EMPLOYEES AND WAGE STRUCTURES

Employees shall be considered for promotions, demotions, transfers and reductions in force based upon the seniority provisions and other relevant sections outlined in the Labor Agreement. Wage structures will not be a factor in selecting employees for promotions, demotions, transfers and reductions in force.

## APPENDIX B

LIST OF CLASSIFICATIONSA. MAINTENANCE AND SERVICE CLASSIFICATIONS

Head Housekeeping Aide  
Linen Room Supervisor  
Storekeeper  
Housekeeping Aide  
Watchman  
Cook in Charge  
Cook A  
Cook B  
Dishwasher/Potwasher  
Fountain Attendant  
Nutrition Aide  
Nutrition Clerk  
Sr. Nutrition Clerk  
Driver/Foreman (Berkeley and Livermore only)  
Truck Driver (Berkeley and Livermore only)  
Warehouse Leadman (Berkeley and Livermore only)  
Warehouseman (Berkeley and Livermore only)  
Radiographic Film Processing Technician (Berkeley and Livermore only)  
Sr. Messenger Driver  
Messenger Driver  
Sr. Gardener  
Gardener  
Yardkeeper  
Custodian Watchman  
Storekeeper I  
Storekeeper II  
Chief Storekeeper  
Service Partner

B. LICENSED NURSING CLASSIFICATIONS

Sr. Licensed Vocational Nurse  
Licensed Vocational Nurse

C. NURSING CLASSIFICATIONS

Care Partner  
Certified Surgical Assistant  
Surgical Assistant  
Surgical Assistant Trainee  
Sr. Orthopedic Technician  
Orthopedic Technician  
Sr. Surgical Technician  
Surgical Technician  
Sr. OB Technician  
OB Technician  
Sr. Psychiatric Technician  
Psychiatric Technician  
Psychiatric Attendant  
Sr. Pathology Technical Assistant  
Pathology Technical Assistant  
Sr. Nurse Assistant  
Nurse Assistant  
Sr. Surgical/Supply Technician  
Central Supply Technician  
Sterile Processing Technician I  
Certified Sterile Processing Technician II  
Sr. Certified Sterile Processing Technician  
Anesthesia Technical Assistant  
Sr. Anesthesia Technical Assistant  
Sr. Anesthesia Supply Aide  
Anesthesia Supply Aide  
Sr. Respiratory Supply Aide  
Respiratory Supply Aide  
Home Health Aide  
Sr. Medical Assistant  
Medical Assistant  
Monitor Technician  
Sr. Unit Assistant  
Unit Assistant  
Patient Transportation Aide  
Sr. Physical Therapy Aide  
Physical Therapy Aide  
Service Partner  
Vision Services Asst. I  
Vision Services Asst. II

D. CLERICAL CLASSIFICATIONS

Grades 1-7

Medical Secretary Trainee

Medical Secretary

Sr. Medical Secretary

Medical Records Coder I

Medical Records Coder II

Department Secretary

Sr. Communication Operator

Communication Operator

E. TECHNICAL CLASSIFICATIONS

1. Licensed Technical Classifications

Cytotechnologist I

Cytotechnologist II

Cytotechnologist III

Chief Cytotechnologist

Supervising Cyto-Histology Technologist

Nuclear Medicine Technologist I

Nuclear Medicine Technologist II

Supervising Nuclear Medicine Technologist

Respiratory Care Permittee

Respiratory Care Practitioner I

Respiratory Care Practitioner II

Registered Respiratory Care Practitioner I

Registered Respiratory Care Practitioner II

Supervising Respiratory Care Practitioner

Physical Therapy Assistant I

Physical Therapy Assistant II

Radiologic Technologist I

Radiologic Technologist II

Radiologic Technologist III

Supervising Radiologic Technologist

MRI Technologist Trainee

MRI Technologist I

MRI Technologist II

Supervising MRI Technologist

2. Technical Classifications

Allergy Technician Trainee  
Allergy Technician  
Sr. Allergy Technician  
Assistant Supervisor, Central Allergy Laboratory  
Cytogenetic Trainee  
Cytogenetic Technologist I  
Cytogenetic Technologist II  
Cytogenetic Technologist III  
Sr. Cytogenetic Technologist  
EKG Technician  
Sr. EKG Technician  
EEG Technologist I  
EEG Technologist II  
Cardiovascular Technician  
Sr. Cardiovascular Technician  
Reagent Chemist (S.F. Only)  
Laboratory Assistant I  
Laboratory Assistant II  
Laboratory Assistant III  
Sr. Laboratory Assistant  
Histologic Technician Trainee  
Histologic Technician I  
Histologic Technician II  
Supervisory Histologic Technician  
Dark Room Technician  
Diagnostic Ultrasonographer Trainee  
Diagnostic Ultrasonographer I  
Diagnostic Ultrasonographer II  
Diagnostic Ultrasonographer III  
Supervisory Diagnostic Ultrasonographer  
Ophthalmic Photographer  
Ophthalmic Technician  
Certified Ophthalmic Technician II  
Trainee Ophthalmic Technician  
Pharmacist Intern  
Inpatient Pharmacy Technician  
Outpatient Pharmacy Technician  
Molecular Technologist I  
Molecular Technologist II  
Molecular Technologist III  
Certified Occupational Therapist Assistant I  
Certified Occupational Therapist Assistant II

APPENDIX C



POSITION SPECIFICATIONS  
FOR  
ALL GEOGRAPHIC AREAS INCLUDING FRESNO

MAINTENANCE AND SERVICE CLASSIFICATIONS

HEAD HOUSEKEEPING AIDE

This classification shall apply to those employees who are responsible for directing, checking and coordinating the work of Housekeeping Aides.

LINEN ROOM SUPERVISOR

This classification shall apply to those employees who are responsible for directing, checking and coordinating the work of other linen room employees and who were classified as Linen Room Supervisor as of 10/27/74.

NUTRITION AIDE AND NUTRITION CLERK

Specifications for Nutrition Aide and Nutrition Clerk are outlined in the Nutrition Classifications Agreement dated 10/26/83. Classifications replace Dietary Aide I, II, and III, effective 01/04/84. Nutrition Clerk specifications can be located in the Clerical Manual.

SENIOR NUTRITION CLERK

This classification shall apply to those employees who regularly and routinely direct and check the work of three or more Nutrition Aides and/or Nutrition Clerks.

STOREKEEPER I

Receives deliveries. Unloads supplies, materiel and equipment. Unpacks items received. Verifies accuracy of shipment. Delivers supplies and equipment and obtains appropriate signatures from receiving department. Maintains a clean and orderly work place. May use forklifts, hand trucks, panel trucks and other equipment. Uses automated and manual systems in the above processes.

STOREKEEPER II,

Must have six (6) months experience as a Storekeeper I, or six (6) months experience as a Storekeeper in another organization.

Inventories departments' supplies. Determines quantities of stock needed to replenish departments' supplies. Fills requisitions from stock in storage area. Packs supplies in cartons and delivers to requisitioning department. Restocks departments' supply closets. Packs, crates and prepares bills of lading for outgoing shipments. Returns supplies and equipment for credit or repair. Maintains proficiency in the use of material handling equipment. Resolve problems relating to the ordering, receiving and distribution of materiel by contacting requisitioning and regional departments. Uses automated and manual Systems in the above processes.

CHIEF STOREKEEPER

Must have at least one (1) year experience as a Storekeeper with Kaiser Permanente or with other organizations. In addition to performing the duties of a Storekeeper, this position must be specifically assigned on a regular basis to direct, check, assign and coordinate the work of other Storekeepers. The Chief Storekeeper will train and report on the work performance of the employees within the assigned area of responsibility.

NURSING CLASSIFICATIONSSENIOR LICENSED VOCATIONAL NURSE

This classification shall only apply to:

1. Licensed Vocational Nurses working in an outpatient or inpatient area who are specifically and regularly assigned by the Employer to direct the work of other employees in a work area for the major portion of a shift; or
2. Licensed Vocational Nurses working in an outpatient clinical area who are specifically and regularly assigned by the Employer to be in charge of a nursing unit or a nursing station.

SURGICAL ASSISTANT TRAINEE

All the following requirements must be met:

1. Two (2) years satisfactory work experience as either:
  - A. Surgical Technician
  - B. Operating Room Aide
2. Recommendation by the Nursing Administrator and acceptance by the Chief of Surgery.

SURGICAL ASSISTANT

All the following requirements must be met:

1.     A.   One (1) year continuous service as a Surgical Assistant Trainee; or  
        B.   Two years documented satisfactory experience as a Surgical Assistant; or  
        C.   Documented graduation from a Surgical Assistant (Surgical Operating Assistant) training program acceptable to the Employer.
2.   Recommendation by the Nursing Administrator and acceptance by the Chief of Surgery.

Duties: Individuals in this classification must perform the following duties the vast majority of their time in an inpatient surgery setting under the direct supervision of a Surgeon: retracting tissue, cutting sutures, suturing skin (including subcuticular tissue), tying sutures, applying damps to superficial vessels above the fascia, and other duties when specifically assigned or delegated by the operating Surgeon. Individuals may perform other related duties as required. (Reference Letter of Agreement dated 04/04/69 and job description dated 03/26/69.)

#### CERTIFIED SURGICAL ASSISTANT

1.   Must meet all of the requirements of a Surgical Assistant; and
2.   At least three (3) years documented satisfactory performance as a Surgical Assistant and
3.   Must obtain and maintain certification as a Surgical Assistant in the National Surgical Assistant Association.

#### SENIOR ORTHOPEDIC TECHNICIAN

The senior level classification for Orthopedic Technician shall apply only to Orthopedic Technicians who are specifically and regularly assigned by the Employer to direct and check the work of one (1) or more Orthopedic Technicians; or who have at least two (2) years experience as an Orthopedic Technician plus the demonstrated ability to perform and under general supervision frequently does perform the most complex techniques and procedures of the classification in accordance with the specifications set by the department head.

Orthopedic Technicians certified by the National Board of Certification of Orthopedic Technologists shall qualify as Senior Orthopedic Technicians upon presentation of their certificate.

### SENIOR SURGICAL TECHNICIAN

The senior level classification for Surgical Technician shall apply only to Surgical Technicians who are specifically and regularly assigned by the Employer to direct and check the work of one (1) or more Surgical Technicians; or who have at least two (2) years experience as a Surgical Technician plus the demonstrated ability to perform and under general supervision frequently do perform the most complex techniques and procedures of the classification in accordance with the specifications set by the department head.

Surgical Technicians certified by the Association of Operating Room Technicians, affiliated with the Association of Operating Room Nurses shall qualify as Senior Surgical Technicians upon presentation of their certificate.

In the event in-service training is necessary prior to assignment to the classification of Surgical Technician, such employees shall be classified and paid at the Nurse Assistant rate during the period of training necessary. Upon assignment to this classification, employees shall receive credit for in-service training to determine the eligibility date for the "After One Year" rate of the Surgical Technician classification.

### SENIOR OBSTETRICAL TECHNICIAN

The senior level classification for Obstetrical Technician shall apply only to Obstetrical Technicians who are specifically and regularly assigned by the Employer to direct and check the work of one (1) or more Obstetrical Technicians; or who have at least two (2) years experience as an Obstetrical Technician plus the demonstrated ability to perform and under general supervision frequently do perform the most complex techniques and procedures of the classification in accordance with the specifications set by the department head.

### SENIOR PSYCHIATRIC TECHNICIAN

The senior level classification for Psychiatric Technician shall apply only to Psychiatric Technicians who are specifically and regularly assigned by the Employer to direct and check the work of one (1) or more Psychiatric Technicians; or who have at least two (2) years experience as a Psychiatric Technician plus the demonstrated ability to perform and under general supervision frequently do perform the most complex techniques and procedures of the classification in accordance with the specifications set by the department head.



#### PSYCHIATRIC TECHNICIAN

Assignment to the classification of Psychiatric Technician shall be based on (a) submission of proof that the employee has satisfied the current requirements for Psychiatric Technician as prescribed by the Board of Vocational Nurses and Psychiatric Technician Examiners, and (b) assignment by the Employer of the employee to the classification of Psychiatric Technician in a recognized Psychiatric Unit. The classification of Psychiatric Technician does not preclude the employment of other nursing personnel in the Psychiatric Unit.

#### SENIOR PATHOLOGY TECHNICAL ASSISTANT

The senior level classification for Pathology Technical Assistant shall apply only to Pathology Technical Assistants who are specifically and regularly assigned by the Employer to direct and check the work of one (1) or more Pathology Technical Assistants; or who have at least two (2) years experience as a Pathology Technical Assistant plus the demonstrated ability to perform and under general supervision frequently do perform the most complex techniques and procedures of the classification in accordance with the specifications set by the department head.

#### CENTRAL SUPPLY TECHNICIAN

Works a majority of the time in a Central Services or Sterile Processing Department. Picks up, cleans, restocks, and distributes select medical supplies and equipment for the medical center and/or medical office building. Does not meet the requirements of Sterile Processing Technician I.

#### STERILE PROCESSING TECHNICIAN I

Works a majority of the time in a Central Services or Sterile Processing Department, cleaning, preparing, assembling, sterilizing, preparing packs, instruments and trays for the medical center and/or medical office building. May also process inpatient operating room instruments. Does not meet the requirements of a Certified Sterile Processing Technician II.

#### CERTIFIED STERILE PROCESSING TECHNICIAN II

Must work a majority of the time in a Central Services or Sterile Processing Department. Must also work a majority of the time cleaning, preparing, assembling and sterilizing instruments and trays for an inpatient operating room, including processing tray sets for major joint implants (e.g., hips), cardiovascular, neurosurgery and other major general surgeries.

Must maintain certification as a Central Supply Technician through either the California Central Services Association or the International Association of Hospital Central Services Management.

#### SENIOR CERTIFIED STERILE PROCESSING TECHNICIAN



Must meet all the requirements of Certified Sterile Processing Technician II. Must specifically and regularly be assigned by the Employer to direct, check, review, assign, organize, and coordinate the work of one (1) or more other Central Service Technicians or Sterile Processing Technicians. Also is responsible for the training and for reporting on the work performance of other employees as required. The Senior Technician must be capable of performing all duties within the area of responsibility.

#### SR. ANESTHESIA TECHNICAL ASSISTANT

Must meet all the requirements of an Anesthesia Technical Assistant.

Must specifically and regularly be assigned by the Employer to direct, check, review, assign, organize and coordinate the work of two (2) or more Regular Anesthesia Technical Assistants. May also oversee the work of Anesthesia Supply Aides.

Responsible for training and reporting on the work performance of other employees as required.

Must be capable of performing all duties within the area of responsibility.

#### SENIOR ANESTHESIA SUPPLY AIDE

The senior level classification for Anesthesia Supply Aide shall apply only to those Anesthesia Supply Aides who are specifically and regularly assigned by the Employer to direct and check the work of one (1) or more other Anesthesia Supply Aides.

#### SENIOR RESPIRATORY SUPPLY AIDE

The senior level classification for Respiratory Supply Aide shall apply only to those Respiratory Supply Aides who are specifically and regularly assigned by the Employer to direct and check the work of one (1) or more other Respiratory Supply Aides.

#### SENIOR MEDICAL ASSISTANT

This classification shall apply only to a Medical Assistant who is specifically and regularly assigned by the Employer to direct, check, train, and report on the work performance of one (1) or more Medical Assistants in the area of assigned responsibility.

#### VISION SERVICES ASSISTANT I

Must be a graduate of an Accredited Medical Assisting program or an in-house Kaiser Permanente Medical Assisting program, or have at least **one** (1) year (1,000 hours or more per year) of experience as a Kaiser Permanente Medical Assistant, or have **one** (1) year (1,000 hours or more per year) recent experience of assisting physicians or Optometrists in an eye care setting.

#### VISION SERVICES ASSISTANT II

Must be certified by JCAHPO as an Ophthalmic Assistant (**effective January 1, 2001**), **and** have a **minimum of** two (2) years (1,000 hours or more per year) recent experience in conducting objective ophthalmic testing on a regular basis, including, but not limited to, experience in several of the following procedures: visual acuity testing; non-contact or contact tonometry, visual fields testing, lensometry, testing for color deficiency and depth perception or autorefraction.

**Must be proficient in ophthalmic procedures and testing as required by the Employer.**

Must have knowledge of medical and ophthalmological terminology.

#### EMERGENCY DEPARTMENT TECHNICIAN II

The Emergency Department Technician II classification shall apply only to those Emergency Department Technicians who are regularly assigned to perform casting and/or Ortho Tech duties for at least thirty percent (30%) of their work time. This assignment may also include, but is not limited to, phlebotomy and EKG. (Reference Letter of Agreement dated 08/12/97.)

#### MONITOR TECHNICIAN

Must be responsible for continuous monitoring of patients on a centralized cardiac display module in an ICU, CCU, telemetry or stepdown care unit. Must be fully capable of detecting and differentiating abnormal cardiac rhythms as evidenced by a passing score on a cardiac monitoring/EKG test specified by the department manager. Must have successfully completed a course acceptable to the Employer in EKG interpretation. May be required to perform the duties of Unit Assistant as a minor proportion of the job.

#### UNIT ASSISTANT

In addition to the duties outlined in the Clerical Manual for a "Unit Assistant", the Unit Assistant may also perform a variety of other duties to include processing patient admissions and discharges including the completion of required paperwork, coordinating patient bed assignments and transfers and performs other secretarial duties for the nursing units(s).

SENIOR PHYSICAL THERAPY AIDE (Performs 1. and/or 2.)1. Non-Patient Tasks:

- A. May perform all duties and functions of a Physical Therapy Aide.
- B. Check and direct: Typically will be responsible for activities such as directing, checking, reviewing, assigning, organizing and coordinating the work of other aides within the area of assigned responsibility. Also, the Senior Physical Therapy Aide will be responsible for certain aspects of training and orientation and for reporting on the work performance of other aides as required.

2. Patient Tasks: Functions only under orders, direction and immediate supervision by a Registered Physical Therapist.

- A. Performs all duties and functions of a Physical Therapy Aide.
- B. Performs the more complex patient care procedures requiring special training. Has demonstrated ability to and performs a majority of time patient care procedures to include at least two of the following: patient supervision in the performance of established exercise programs; gait training; wound care to include debridement, dressing changes and sterile whirlpool technique; PRE classes per established protocol, e.g., knee class. (Reference Letter of Agreement dated 01/17/85.)

CLERICAL CLASSIFICATIONSCLERICAL CLASSIFICATIONS GRADES 1-7

Representative job duties for Clerical Classifications, Grades 1-7, are set forth in the Manual for the Evaluation of Clerical Positions.

MEDICAL SECRETARY TRAINEE

1. Typing speed of 55 words per minute.
2. Satisfactory completion of a medical terminology course at an accredited institution, or at the Employer's determination, that the employee has demonstrated equivalent proficiency to that obtained from an accredited institution.
3. Satisfactory completion of an anatomy and physiology course at an accredited institution, or at the Employer's determination, that the employee has demonstrated equivalent proficiency to that obtained from an accredited institution.
4. Demonstrated proficiency in English grammar and spelling.

MEDICAL SECRETARY

Position requirements for employees in this classification include thorough familiarity with medical terminology plus the demonstrated ability to take medical transcription on a frequent and regularly recurring basis. These duties may be performed in a secretarial pool and/or in a medical/doctor's office. New employees to this classification on or after 10/31/82 may be required to take medical shorthand on a regular recurring basis, as required. Incumbents in this classification (formerly Medical Transcriptionists or Medical Secretaries), as of 10/30/82, may be required to take medical shorthand if they have the capability to do so.

#### SENIOR MEDICAL SECRETARY

1. Must be fully proficient in all the duties of a Medical Secretary as determined by the Employer.
2. Must be specifically and regularly assigned by the Employer to direct, check, train and report on the work of four (4) or more Regular (twenty (20) hours or more) Medical Secretaries.

#### MEDICAL RECORD CODER I AND II

Refer to the Manual for the Evaluation of Clerical Positions for specifications.

#### SENIOR COMMUNICATION OPERATOR

This classification will apply only to a Communication Operator who is specifically and regularly assigned by the Employer to direct, check, train and report on the work performance of two (2) or more Communication Operators as required.

### TECHNICAL CLASSIFICATIONS

#### CYTOTECHNOLOGIST I

This classification shall apply only to those individuals who have been certified by the American Society of Clinical Pathologists (ASCP).

#### CYTOTECHNOLOGIST II

Must be certified by the ASCP and have at least eighteen (18) months experience as a Cytotechnologist I plus the demonstrated ability to perform, under minimum supervision, all routine cytology procedures including staining and screening, in accordance with specifications set by the department head.

### CYTOTECHNOLOGIST III

Must be certified by ASCP and have at least thirty-six (36) months experience as a Cytotechnologist plus the demonstrated ability to perform, under minimal supervision, all cytology procedures in accordance with specifications set by the department head.

### CHIEF CYTOTECHNOLOGIST

All requirement set forth for the Cytotechnologist III and must direct and check the work of two (2) or more Cytotechnologists.

### SUPERVISOR CYTO/HISTO TECHNOLOGIST

All requirements set forth for the Chief Cytotechnologist plus acceptable knowledge of histopathology techniques and must direct and check the work of two (2) or more Cytotechnologists/Histologic Technicians.

### NUCLEAR MEDICINE TECHNOLOGIST I

All the following requirements must be met:

1. Must be certified by the State of California and may be registry eligible with ARRT, ASCP and/or NMTCB.
2. Must be able to perform the full scope of duties for this position as required by the Employer.

Employees who do not meet the requirements for Supervising or Nuclear Medicine Technologist II, shall be classified as a Technologist I.

### NUCLEAR MEDICINE TECHNOLOGIST II

All the following requirements must be met:

1. Must be certified by the State of California and registered by ARRT, ASCP and/or NMTCB.
2. Must have a minimum of three (3) years continuous recent experience in nuclear medicine.
3. Must demonstrate the ability to perform all procedures and processes as determined by the Employer.
4. Must have the ability to direct and check the work of other Nuclear Medicine Technologists and may be required to do so.



### SUPERVISING NUCLEAR MEDICINE TECHNOLOGIST

Must meet all requirements of the Nuclear Medicine Technologist II and, in addition, must be specifically and regularly assigned by the Employer to direct, check, train and report on the work of three (3) or more Regular (twenty (20) hours or more) Nuclear Medicine Technologists and perform other required lead functions as determined by the Employer.

### RESPIRATORY CARE PERMITTEE

The Employer may, at its discretion, employ Respiratory Care Permittee. Such Permittee must have met all the requirements of an applicant under the Respiratory Care Act. The Permittee must take and pass the first available State examination. In no event shall Permittee remain in this classification longer than one (1) year. The Permittee shall perform as a Respiratory Care Practitioner under the direct and immediate supervision of a Licensed Respiratory Care Practitioner.

### RESPIRATORY CARE PRACTITIONER I

Must be licensed by the State of California as a Certified Respiratory Care Practitioner and must have the demonstrated ability to perform the duties required of this position as determined by the Employer.

### RESPIRATORY CARE PRACTITIONER II

All the following requirements must be met:

1. Licensed by the State of California as a Certified Respiratory Care Practitioner.
2. Fully proficient in all the procedures, both routine and advanced, as required by the Employer.
3. Have at least three (3) years Regular (twenty (20) hours or more per week) recent experience as a Respiratory Care Practitioner.

### REGISTERED RESPIRATORY CARE PRACTITIONER I AND II

Respiratory Care Practitioners who meet all the requirements of a Respiratory Care Practitioner I or II, and who are registered by the National Board of Respiratory Care, shall receive a registered premium.

SUPERVISING RESPIRATORY CARE PRACTITIONER

All requirements set forth for the Respiratory Care Practitioner II, plus the need for the performance of the duties required of this position as determined and specified by the Employer. This includes directing, checking, reviewing, assigning, organizing and coordinating the work of three (3) or more Regular (twenty (20) hours or more per week) Respiratory Care Practitioners and the responsibility for training and reporting on the work performance of those assigned Practitioners.

PHYSICAL THERAPY ASSISTANT I

Shall apply only to those individuals who: (a) possess a Certification as a Physical Therapy Assistant in the State of California; (b) have the ability to perform routine therapy as determined by the Employer, working under the supervision of a California Licensed Physical Therapist; and (c) have less than two (2) years of experience as Physical Therapy Assistant.

PHYSICAL THERAPY ASSISTANT II

Shall apply only to those individuals who: (a) possess a Certification as a Physical Therapy Assistant in the State of California; (b) have the ability to perform routine and complex therapy as determined by the Employer, working under the supervision of a California Licensed Physical Therapist; and (c) have two (2) years or more experience as Physical Therapy Assistant.

CERTIFIED OCCUPATIONAL THERAPIST ASSISTANT I

Certification by the American Occupational Therapy Certification Board (AOTCB). Less than two years of practical experience as a COTA and is competent in the delivery of occupational therapy treatment, under the direction of an OTR (as delineated in the AOTA Entry-Role Delineation for OTRs and COTAs).

CERTIFIED OCCUPATIONAL THERAPIST ASSISTANT II

Certification by the American Occupational Therapy Certification Board (AOTCB). Two or more years of practical experience in a physical disabilities setting as a COTA and is competent in the delivery of occupational therapy treatment under the direction of an OTR.

RADIOLOGIC TECHNOLOGIST I

Must possess a valid State of California Certified Radiologic Technologist license (CRT) and the ability to perform all general diagnostic and routine fluoroscopic duties as determined by the Employer. Must have completed an AMA approved course of training in Radiologic Technology. Does not meet the experience requirements of a Radiologic Technologist II.

RADIOLOGIC TECHNOLOGIST II

Must possess a valid State of California Certified Radiologic Technologist license (CRT) and have two (2) years continuous recent experience as a Radiologic Technologist and must have the ability to perform duties required of this position as determined by the Employer.

### RADIOLOGIC TECHNOLOGIST III

Must possess a valid State of California Certified Radiologic Technologist license (CRT) and have five (5) years continuous recent experience as a Radiologic Technologist and must have the ability to perform duties required of this position as determined by the Employer.

### SUPERVISING RADIOLOGIC TECHNOLOGIST

Must possess a valid State of California Certified Radiologic Technologist license (CRT) and satisfaction of Radiologic Technologist III experience requirements plus the need for performance of duties, including supervision responsibility required of this position, as determined by the Employer, which includes directing, checking, reviewing, assigning, organizing and coordinating the work of other Radiologic Technologists.

### SPECIAL PROCEDURES DIFFERENTIAL

Radiologic Technologists specifically and regularly called upon to participate in "special procedures" shall receive a ten percent (10%) differential in pay for that proportion of time spent in this activity. (The interpretation of this provision shall be consistent with Arbitrator Joseph Garbarino's full opinion and award dated 02/14/73).

### MAGNETIC RESONANCE IMAGING TECHNOLOGIST TRAINEE

The following requirements must be met:

1. Have one (1) year continuous Regular (twenty (20) hours or more per week) recent experience as a Radiologic Technologist or Nuclear Medicine Technologist with Kaiser Permanente and be fully proficient, to the satisfaction of the department manager in all the duties required of a Radiologic Technologist or Nuclear Medicine Technologist, or,  
  
Have two (2) years continuous Regular (twenty (20) hours or more per week) recent experience as a Radiologic Technologist or Nuclear Medicine Technologist in other hospitals and clinics and be fully proficient, to the satisfaction of the department manager in all the duties required of a Radiologic Technologist or Nuclear Medicine Technologist, and

### Magnetic Resonance Imaging Technologist Trainee (continued)

2. Have satisfactorily completed a three (3) unit semester course in cross-sectional anatomy at an accredited college or have the demonstrated equivalent knowledge as determined by the department manager.

3. Employees who do not fully meet the experience requirements for a MRI Technologist I, but are licensed Radiologic Technologists or have Ultrasound experience, may be classified as a MRI Technologist Trainee.

#### MAGNETIC RESONANCE IMAGING TECHNOLOGIST I

The following requirements must be met:

1. Have two (2) years continuous Regular (twenty (20) hours or more per week) recent experience performing computerized tomography (CT) and must, to the satisfaction of the department manager be fully proficient in performing all the duties of CT; or,  
  
Have two (2) years continuous Regular (twenty (20) hours or more per week) recent experience as a Registered Ultrasound Technologist in two (2) or more modalities and must, to the satisfaction of the department manager be fully proficient in performing all the duties of an Ultrasound Technologist, or,  
  
Have one (1) year of continuous Regular (twenty (20) hours or more per week) recent experience as a MRI Technologist and must, to the satisfaction of the department manager, be fully proficient in performing all the duties of a MRI Technologist I.
2. Have satisfactorily completed a three (3) unit semester course in cross-sectional anatomy at an accredited college or have the demonstrated equivalent knowledge as determined by the department manager.
3. If the above experience requirements are not met fully, classification as a MRI Technologist Trainee is appropriate.
4. Must be able to communicate well in order to train other MRI Technologist Trainees and MRI Technologists I in MRI procedures. May be required to direct, check and train other MRI employees.



MAGNETIC RESONANCE IMAGING TECHNOLOGIST II

The following requirements must be met:

1. Have two (2) years Regular (twenty (20) hours or more per week) continuous recent experience as a MRI Technologist and be fully proficient in all the duties required of a MRI Technologist II to the satisfaction of the department manager.
2. Must have demonstrated proficiency in teaching other Technologists. May be required to direct, check and train other MRI employees.
3. Must be fully proficient in MRI to the full satisfaction of the department manager and have knowledge of the required protocols in performing complex MRI procedures.

SUPERVISING MAGNETIC RESONANCE IMAGING TECHNOLOGIST

The following requirements must be met:

1. Have two (2) years Regular (twenty (20) hours or more per week) continuous recent experience as a MRI Technologist with Kaiser Permanente and be fully proficient in all the duties required of a MRI Technologist to the satisfaction of the department manager, or  
  
Have three (3) years Regular (twenty (20) hours or more per week) continuous recent experience in other hospitals and clinics as a MRI Technologist.
2. Must have demonstrated proficiency in teaching other Technologists.
3. Must be fully proficient in MRI to the full satisfaction of the department manager and have knowledge of the required protocols in performing complex MRI procedures.
4. Must be specifically and regularly assigned by the department manager to direct, check train and report on the work performance of three (3) or more Regular employees in MRI; at least two (2) of the three employees must work as MRI Technologists.

ALLERGY TECHNICIAN TRAINEE

This classification shall apply only to those employees who, under close supervision, prepare testing and treatment trays for patients and who are being trained in the techniques of skin testing.

ALLERGY TECHNICIAN

This classification shall apply only to those employees who, under general supervision, perform general skin testing with a wide variety of antigens and allergens.

SENIOR ALLERGY TECHNICIAN



This classification shall apply only to those employees in the Central Allergy Laboratory who weigh and extract antigens and allergens, concentrate, culture and filter extracts to produce serums used in treating allergy conditions. Outside the Central Allergy Laboratory, this classification shall apply only to those technicians who are specifically and regularly assigned by the Employer to direct and check the work of one (1) or more Allergy Technicians.

#### ASSISTANT SUPERVISOR CENTRAL ALLERGY LABORATORY

This classification shall apply only to those employees in the Central Allergy Laboratory who maintain quality control and procedural standards in the manufacture of treatment serums.

#### CYTOGENETIC TRAINEE

Must meet the requirements for program entry as specified by the Employer. Performs a variety of Cytogenetic Technologist duties under close supervision for a minimum six (6) month training period. Must satisfactorily complete this six month training program and demonstrate ability to perform most laboratory procedures under general supervision prior to becoming a Cytogenetic Technologist I.

#### CYTOGENETIC TECHNOLOGIST I

Less than eighteen (18) months recent, direct experience in a genetics laboratory not including time in training or as a trainee. Must have demonstrated ability, under general supervision, to perform most laboratory procedures required by the Employer including G and R banding and including preparing samples for analysis, performing that analysis, constructing and interpreting karyotypes.

#### CYTOGENETIC TECHNOLOGIST II

Must have a minimum of eighteen (18) months recent, direct experience in a genetics laboratory not including time in training or as a trainee. Must be qualified to perform most laboratory procedures and some specialized procedures, under general supervision, including the demonstrated ability to prepare biological specimens for cytogenetic analysis, to perform that analysis, and to construct and interpret karyotypes including Q, R and C banding as determined by the Employer.

CYTOGENETIC TECHNOLOGIST III

Must have a minimum of thirty-six (36) months recent, direct experience in a genetics laboratory not including time in training or as a trainee. Must have a minimum of six (6) months experience with The Permanente Medical Group in a genetics laboratory as a Cytogenetic Technologist. Must have the demonstrated ability to prepare biological specimens for cytogenetic analysis, to perform that analysis; and to construct and interpret karyotypes. Must have the demonstrated ability to perform and often does perform, under minimal supervision all laboratory procedures including all specialized diagnostic procedures as determined by the Employer. Must be a Certified Cytogenetic Technologist by the Association of Cytogenetic Technologists (ACTINCA).

SENIOR CYTOGENETIC TECHNOLOGIST

Must meet all the requirements of Cytogenetic Technologist III and in addition must possess a minimum of twelve (12) months experience with The Permanente Medical Group in a genetics laboratory as a Cytogenetic Technologist. Must be specifically and regularly assigned to direct, check, coordinate, train and report on the work of two (2) or more technologists and/or be in charge of a facility training program for technologists for one (1) or more trainees. Must have the demonstrated ability/knowledge to perform the above duties and responsibilities.

MOLECULAR (DNA) TECHNOLOGIST I

Must have a minimum of one (1) year of experience in a clinical or research molecular (DNA) laboratory, not including time on training nor time as a trainee, performing clinical molecular (DNA) diagnostic testing procedures and techniques. Must have the demonstrated ability to perform clinical molecular (DNA) diagnostic testing procedures and techniques as determined by the Employer, including preparing human and bacterial samples using genomic and plasmid DNA preparation techniques, performing restriction enzyme digestion techniques, and performing electrophoresis blotting, hybridization and sequencing techniques on DNA samples.

MOLECULAR (DNA) TECHNOLOGIST II

Must have a minimum of two (2) years of experience in a clinical or research molecular (DNA) laboratory, not including time in training nor time as a trainee, performing clinical molecular (DNA) diagnostic testing procedures and techniques. Must have the demonstrated ability to perform clinical molecular (DNA) diagnostic testing procedures and techniques as determined by the Employer, including preparing polymerase chain reaction reagents, preparing human and bacterial samples using genomic and plasmid DNA preparation techniques, performing restriction enzyme digestion techniques, and performing electrophoresis blotting, hybridization and sequencing techniques on DNA samples.

MOLECULAR (DNA) TECHNOLOGIST III

Must have a minimum of four (4) years of experience in a clinical or research molecular (DNA) laboratory, not including time in training nor time as a trainee, performing clinical molecular (DNA) diagnostic testing procedures and techniques. Must have the demonstrated ability to perform clinical molecular (DNA) diagnostic testing procedures and techniques as determined by the Employer, including preparing polymerase chain reaction reagents, preparing human and bacterial samples using genomic and plasmid DNA preparation techniques, performing restriction enzyme digestion techniques, and performing electrophoresis blotting, hybridization and sequencing techniques on DNA samples, testing new procedures and techniques, performing complex tissue culture procedures, and constructing new recombinant DNA plasmids.

SENIOR EKG TECHNICIAN

This classification shall apply only to an EKG Technician who is specifically and regularly assigned by the Employer to direct and check the work of one (1) or more EKG Technicians.

EEG TECHNOLOGIST I

All of the following requirements must be met:

1. Completion of at least six (6) months on the job training, or graduation from an approved Electroneurodiagnostic school in the operation of EEG and Evoked Potential equipment.
2. Demonstrated ability to perform under minimum supervision the routine Electroencephalograph, Evoked Potentials and other specialized procedures in accordance with the requirements/ specifications of the Employer.

EEG TECHNOLOGIST II

All of the following requirements must be met:

1. Must be registered with the American Board of Registered EEC Technologists with two (2) years of satisfactory continuous recent experience as an EEC Technologist, or, has three (3) years of satisfactory continuous recent experience as and EEG Technologist.
2. Must have the demonstrated ability to perform all of the duties required of this classification as determined by the Employer, such as Evoked Potentials, EMGs, polysomnograms, and other specialized tests.

An EEG Technologist II who is required to direct, check, train and report on the work performance of other EEG Technologists II will receive an additional fifty cents (\$0.50) per hour in pay.

CARDIOVASCULAR TECHNICIAN

Completion of a two (2) year training program in cardiopulmonary technology or successful completion of a twelve (12) month on the job training program in a licensed catheterization laboratory.

SENIOR CARDIOVASCULAR TECHNICIAN

Experienced Cardiovascular Technician with three (3) continuous years of experience as a Cardiovascular Technician with The Permanente Medical Group or four (4) years acceptable experience in other hospitals as Cardiovascular Technician. Demonstrated ability to perform all duties required of the position as determined by the supervisor with limited or no supervision. May be required to direct, check coordinate the work of others.

LABORATORY ASSISTANT I

Employees who do not meet the specifications for Laboratory Assistant II will be classified at this level.

Typical duties include preparing specimens for testing, answering telephones and relaying test results, entering data, registering patients, preparing stains and reagents, cleaning and sterilizing equipment and glassware and specimen processing. The specimen processing duties include receiving, sorting, matching, prioritizing, aliquoting, labeling, and shipping specimens.

Will be required to perform all Laboratory Assistant duties that are not specifically defined as complex under Laboratory Assistant III. These duties include using computers/terminals to enter test results, patient demographics, physician's name and test requested.

May perform complex duties for a portion of time and/or as part of their training. May be required to draw blood.

LABORATORY ASSISTANT II

Employees classified at this level must be able to perform all Laboratory Assistant I duties and must meet the following criteria:

1. Employees whose primary responsibilities involve drawing blood and registering patients or,
2. Employees who spend the majority of time drawing blood.



### LABORATORY ASSISTANT III

Employees classified at this level must meet all of the following requirements:

1. Have at least one (1) year experience as a Laboratory Assistant.
2. Be fully proficient in all Laboratory Assistant duties in a Medical Center or in a Regional Laboratory Department.
3. Frequently performs most complex procedures in a Medical Center or in a Regional Laboratory Department. Complex procedures include blood drawing, plating and processing microbiology specimens, operating and maintaining automated and semi-automated test equipment, and problem solving, e.g., reviewing computer error lists and resolving reporting discrepancies.
4. May be required to register patients.

### SENIOR LABORATORY ASSISTANT

Employees classified at this level must meet all of the following requirements:

1. Be specifically assigned by the Employer to regularly direct, check, assign and coordinate the work of three (3) or more other Laboratory Assistants. Train and report on the work performance of other Laboratory Assistants.
2. Be fully proficient in all Laboratory Assistant duties in a Medical Center or in a Regional Laboratory Department, including the complex procedures defined for a Laboratory Assistant III.
3. Have at least one (1) year experience as a Laboratory Assistant.

### HISTOLOGIC TECH TRAINEE

At least one (1) year of college chemistry plus one (1) year experience as a Laboratory Assistant. Must demonstrate aptitude for work as Histologic Technician to the Chief of Pathology's (Employer's) satisfaction.

### HISTOLOGIC TECHNICIAN I

All requirements set forth for the Histologic Technician Trainee, plus the demonstrated ability to perform, under general supervision, all of the special stains that are used in the routine practice of pathology. This includes the preparation of all stains, solutions, and other reagents, as well as the care and maintenance of all equipment used by the Histologic Technician. Normally requires zero (0) to twenty-four (24) months of experience, including the training period.



HISTOLOGIC TECHNICIAN II

Demonstrated ability to perform histochemical stains and all other special procedures as required by the Chief of Pathology (Employer), including knowledge of the biochemical nature of reaction. Must be certified as a Histologic Technician or Histologic Technologist by the American Society of Clinical Pathologists or an equivalent society, as approved by the Chief of Pathology. Experience requirement normally thirty (30) months or more as a Histologic Technician.

SUPERVISORY HISTOLOGIC TECHNICIAN

All requirements set forth for Senior Histologic Technician, plus the need for the performance of the duties required of this position, as determined and specified by the Chief of Pathology (Employer). This includes directing, checking, reviewing, assigning, organizing and coordinating the work of two (2) or more employees and the responsibility for training and reporting on the work performance of these assigned employees.

DIAGNOSTIC ULTRASONOGRAPHER TRAINEE

1. The applicant must be a qualified EKG Technician who has completed at least thirty (30) hours of course work in the following areas:
  - A. Cardiac anatomy and physiology
  - B. Physics of ultrasound
  - C. Theoretical aspects of M-mode, 2-D, doppler and color flow
  - D. Cardiac disease states.
2. "Hands on" training will be provided by a qualified Echocardiographic Technologist with consultation by the Cardiologist and Laboratory Manager. The training would be conducted over six (6) months at twenty (20) hours per week. The Trainee will be expected to continue with home study on his/her own time. Home study would include a course in cross-sectional anatomy and other topics identified by the trainer and Cardiologist.

Upon completion of the course, the Trainee will be expected to perform all aspects of Echocardiography to the satisfaction of the trainer, the Laboratory Manager and the Cardiologist.

Under no circumstances shall a Trainee remain in this classification longer than six (6) months. In the event that the Trainee does not successfully complete the training program, or in the event that a Diagnostic Ultrasonographer I position is not available, he/she shall return to the former EKG position.

DIAGNOSTIC ULTRASONOGRAPHER I

All the following requirements must be met:

- Must have the demonstrated ability to perform all the duties of this position as required by the Employer.

DIAGNOSTIC ULTRASONOGRAPHER II

All the following requirements must be met:

1. Must be registered with ARDMS and have at least twelve (12) months recent continuous experience in clinical ultrasound, or must have at least twenty-four (24) months continuous recent experience and be registry eligible.
2. Must be fully proficient in all the duties required of this position as determined by the Employer.

DIAGNOSTIC ULTRASONOGRAPHER III

All the following requirements must be met:

1. Must be registered with ARDMS in three (3) or more disciplines, e.g., abdomen, OB-GYN, cardiology, ophthalmology, and have at least four (4) years recent continuous experience.
2. Must be fully proficient in all the duties required of this position as determined by the Employer. Duties may include performing both medical sonography and echocardiography, or vascular ultrasonography.

SUPERVISORY DIAGNOSTIC ULTRASONOGRAPHER

Satisfaction of Diagnostic Ultrasonographer II requirements plus the need for the performance of duties, including supervision responsibility required of the position, as determined by the Employer, which includes directing, checking, reviewing, assigning, organizing and coordinating the work of three (3) or more Regular (twenty (20) hours or more per week) Diagnostic Ultrasonographers, and the responsibility for training and reporting on the work performance of those assigned Ultrasonographers.

OPHTHALMIC PHOTOGRAPHER

Knowledge of normal and abnormal ocular anatomy, physiology and pathology. Knowledge of ocular medical terminology. A minimum of nine (9) months on the job training with demonstrated ability to perform all procedures satisfactorily as determined by the Employer. To be paid at the Medical Assistant rate during this nine (9) month training period; or

Ophthalmic Photographer (continued)

Two (2) years continuous experience as an Ophthalmic Photographer with The Permanente Medical Group or with other hospitals or clinics, and the ability to perform duties required of this position as determined by the Chief of Ophthalmology. One (1) year experience in other hospitals or clinics and one (1) year of experience with The Permanente Medical Group will also satisfy the experience factor.

OPHTHALMIC TECHNICIAN

This classification shall meet all the educational and skills requirements as set forth by the Employer and in addition must have the demonstrated ability to perform the following functions and does perform these activities the vast majority of time to the satisfaction of the Employer: Biometric Measurements; Visual Fields; Stereo Photo/Photography; Retinometry; Fluorescein Angiograms; Keratometry; Tonography.

In performing these activities, must perform Biometric Measurements a significant portion of the time utilizing ultrasound equipment.

Individuals must be able to perform and meet all the requirements of Ophthalmic Photographer. May be required to perform tasks of an Operating Assistant and meet those requirements as specified in the Labor Agreement. May be required to be certified as an Ophthalmic Technician by the Joint Commission on Allied Health Personnel in Ophthalmology and/or three (3) to six (6) months of minimum practical related experience with the Employer.

Candidates for this classification must be accepted and certified by both the Chief of Ophthalmology and the Director of Nursing.

CERTIFIED OPHTHALMIC TECHNICIAN II

To qualify for this position, employees must meet all of the requirements as listed for the Ophthalmic Technician position and be a Certified Ophthalmic Technician (COT) by the JCAHPO (Joint Commission on Allied Health Personnel in Ophthalmology). In addition, the employee must have at least three (3) years of work experience (working twenty (20) or more hours per week) as an Ophthalmic Technician within the last (five) years and be fully proficient in and perform Goldman Visual Fields, Biometrics, Fluorescein Angiography and Retinal Photography a great majority of the time.

Qualified employees will be paid per the attached wage structure which will be effective May 1, 1994.

### OPHTHALMIC TECHNICIAN TRAINEE

Individuals who must be trained by the Employer or who have not demonstrated their ability to perform the tasks of Ophthalmic Technician are paid and classified as Medical Assistant. Should they become fully qualified as an Ophthalmic Photographer during the course of this training, they may be reclassified to that higher classification, if they perform photographer duties a significant portion of the time.

### OUTPATIENT PHARMACY TECHNICIAN

All the following requirements must be met:

1. Must be certified by the California Board of Pharmacy as an Outpatient Pharmacy Technician.
2. Must have completed either the Employer's Pharmacy Technician Training Program or an equivalent outside training program, or must possess relevant experience as determined by the Employer.
3. Must be specifically and regularly assigned by the Employer to perform the functions of an Outpatient Pharmacy Technician for a majority of the time.

**APPENDIX D**  
**WAGE RATES EFFECTIVE OCTOBER 8, 2000**  
**STRUCTURE A/B1**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
ALLEGY LAB CENTL - ASST SUPV	16.9201	17.3538	17.7988	18.2037	18.8174	19.3899	
ALLERGY TECHNICIAN	15.8507	16.2572	16.6739	16.9953	17.4553	17.9024	
ALLERGY TECHNICIAN - TRAINEE	15.0373	15.4228	15.8183	16.1111	16.5158	16.8928	
ALLERGY TECHNICIAN SR	16.4937	16.9166	17.3503	17.7276	18.2435	18.7460	
ANESTHESIA SUPPLY AIDE	14.3883	14.7570	15.1355	15.4829	15.8432	16.1647	
ANESTHESIA SUPPLY AIDE SR	14.6356	15.0109	15.3960	15.6792	16.0906	16.5023	
ANESTHESIA TECH ASST SR	17.0149	17.4513	17.8984	18.3419	18.8284	19.2716	
ANESTHESIA TECH ASST	16.6000	17.0257	17.4621	17.8948	18.3692	18.8015	
ATHLETIC TRAINER - CERTIFIED	18.8899	19.3743	19.8587	20.2559	20.6610	21.0742	
BONE DENSITOMETRY TECH	16.6895	17.1173	17.5560	18.0644	18.7962	19.3363	
CARDIOVAS ANESTHESIA TECH	20.4731	20.9981	21.5366	22.2796	23.3936	24.5071	
CARDIOVASCULAR TECH	20.8374	21.3719	21.9200	22.7319	23.9492	25.1673	
CARDIOVAS TECHNICIAN SR	22.3809	22.9548	23.5434	24.3552	25.5728	26.7906	
CARE PARTNER	14.5260	14.8982	15.2803	15.6311	15.9949	16.3194	
CENTRAL SUPPLY TECHNICIAN	14.3883	14.7570	15.1355	15.4829	15.8432	16.1647	
CLERICAL GRADE 1	13.3469	13.6892	14.0401	14.2588	14.5550	14.8504	
CLERICAL GRADE 2	13.9081	14.2649	14.6306	14.8754	15.2227	15.5702	
CLERICAL GRADE 3	14.2010	14.5653	14.9388	15.2473	15.5827	15.9620	
CLERICAL GRADE 4	14.4942	14.8658	15.2473	15.5307	15.9421	16.3536	
CLERICAL GRADE 5	15.0778	15.4644	15.8611	16.1953	16.6587	17.1212	
CLERICAL GRADE 6	15.7617	16.1659	16.5802	16.9660	17.4935	18.0208	
CLERICAL GRADE 7	16.4388	16.8604	17.2926	17.7170	18.3347	18.9521	
COMMUNICATION OPERATOR	14.1743	14.5379	14.9106	15.1601	15.5141	15.7367	16.2741
COMMUNICATION OPERATOR SR	14.4728	14.8441	15.2247	15.5391	15.8810	16.1034	16.6666
COOK A	15.5325	15.9309	16.3394	16.7399	17.1405		
COOK IN CHARGE (SR)	16.1999	16.6156	17.0417	17.4423	17.8427		
CT SCHEDULING ASSISTANT	14.4942	14.8658	15.2473	15.5307	15.9421	16.3536	
CUSTODIAN/WATCHMAN	14.9910	15.3755	15.7699	16.1556	16.5416		
CYTOGENETIC TECH I	26.0405	26.7255	27.4111	27.7738	28.7505	29.7071	
CYTOGENETIC TECH II	26.9016	27.6095	28.3175	28.8618	29.8181	30.8756	
CYTOGENETIC TECH III	27.8202	28.5524	29.2846	29.9285	31.0264	32.1042	33.2396
CYTOGENETIC TECH SR	29.3429	30.1150	30.8869	31.5309	32.4874	33.4641	34.6439
CYTOGENETIC TRAINEE	21.4708	22.3747					

**WAGE RATES EFFECTIVE OCTOBER 8, 2000**  
**STRUCTURE A/B1**



<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
CYTO-HISTO TECHNOL – SUPV	32.0789	32.9230	33.7666	35.1834	36.3439	37.0250	
CYTOLOGY TECHNOL- CHIEF	31.0276	31.8441	32.6603	33.3413	34.3527	35.3855	
CYTOTECHNOLOGIST I	27.5356	28.2599	28.9849	29.3685	30.4012	31.4127	
CYTOTECHNOLOGIST II	28.4462	29.1948	29.9434	30.5189	31.5302	32.6483	
CYTOTECHNOLOGIST III	29.4175	30.1918	30.9660	31.6469	32.8078	33.9475	
DARK ROOM TECHNICIAN	14.6016	14.9761	15.3601	15.6562	16.1964	16.5823	
DEPARTMENT SECRETARY	15.5882	15.9879	16.3979	16.7028	17.1451	17.5880	
DIAG ULTRASONOGRPHR – SUPV	31.9365	32.7765	33.6170	35.1314	36.6447	38.2637	39.6718
DIAG ULTRASONOGRAPHER I	26.3940	27.0884	27.7829	28.2213	28.8448	29.8376	
DIAG ULTRASONOGRAPHER II	28.2419	28.9850	29.7283	30.5747	32.0162	33.4581	34.8994
DIAG ULTRASONOGRAPHER III	29.6539	30.4341	31.2146	32.1035	33.6169	35.2287	36.6445
DIAG ULTRASONOGRPHR TRAINEE	23.1833						
DRIVER FOREMAN	22.1106	22.6778	23.2590	23.7051	24.1498	24.6372	
EEG TECHNOLOGIST I	17.4735	17.9216	18.3812	18.8780	19.7725	20.5674	
EEG TECHNOLOGIST II	18.5127	18.9874	19.4742	19.9708	20.9644	21.9579	
EKG TECHNICIAN	16.6895	17.1173	17.5560	18.0644	18.7962	19.3363	
EKG TECHNICIAN SR	17.4139	17.8600	18.3181	18.8709	19.7611	20.4492	
EMER DEPT TECHNICIAN I	14.6441	15.0198	15.4048	15.7574	16.1099	16.3967	
EMER DEPT TECHNICIAN II	17.3216	17.7657	18.2212	18.6727	19.1678	19.6191	
EMER ROOM ASST SF ONLY	14.4276	14.8072	15.1868	15.5344	15.8819	16.1649	
GARAGE ATTENDANT	13.9081	14.2649	14.6306	14.8754	15.2227	15.5702	
GARAGE/PARKING ATTENDANT	13.9081	14.2649	14.6306	14.8754	15.2227	15.5702	
GARDENER	15.3863	15.7810	16.1853	16.5784	16.9717		
GARDENER – SENIOR	16.5857	17.0109	17.4472	17.8438	18.2373		
HISTOLOGIC TECH I	21.6288	22.1980	22.7671	23.2321	23.5990	23.9088	
HISTOLOGIC TECH II	23.4043	24.0204	24.6361	25.2750	25.7001	25.9908	
HISTOLOGIC TECH TRAINEE	18.1027	18.5786	19.0551	19.3736	19.8260	20.2784	
HISTOLOGIC TECHNICIAN – SUPV	25.8966	26.5782	27.2598	27.9378	28.4796	28.8864	
HOME HEALTH AIDE	14.5988	14.9733	15.3573	15.7045	16.0649	16.3865	
HOMEMAKER	7.7622						
HOUSEKEEPING AIDE	14.0019	14.3609	14.7289	15.1149	15.5008		
HOUSEKEEPING HEAD AIDE	14.3684	14.7365	15.1149	15.5008	15.8866		
LABORATORY ASSISTANT I	14.5711	14.9446	15.3282	15.5846	15.9483	16.3123	
LABORATORY ASSISTANT II	15.1850	15.5745	15.9739	16.2712	16.7018	17.1332	
LABORATORY ASSISTANT III	15.4414	15.8374	16.2434	16.5407	16.9714	17.4030	
LABORATORY ASSISTANT SR	15.7964	16.2015	16.6172	16.9672	17.4528	17.9374	

**WAGE RATES EFFECTIVE OCTOBER 8, 2000  
STRUCTURE A/B1**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
LICENSED VOC NURSE	18.9595	19.4586	19.9574	20.4421	20.9128	21.3831	21.8538

LICENSED VOC NURSE SR	19.8012	20.3224	20.8434	21.3288	21.7993	22.2693	22.7398
LIFT TECHNICIAN	14.3883	14.7570	15.1355	15.4829	15.8432	16.1647	
LINEN ROOM SUPERVISOR	14.3684	14.7365	15.1149	15.5008	15.8866		
LITHOTRIPSY TECHNICIAN	15.8807	16.2878	16.7055	17.0880	17.4702	17.7812	
MEDICAL ASSISTANT	14.6441	15.0198	15.4048	15.7574	16.1099	16.3967	
MEDICAL ASSISTANT SR	15.0166	15.4016	15.7967	16.1488	16.5010	16.7883	
MEDICAL RECORD CODER I	18.0612	18.5362	19.0115	19.4122	19.9675	20.5222	
MEDICAL RECORD CODER II	19.4961	20.0092	20.5222	20.9532	21.5523	22.1492	
MEDICAL SECRETARY	18.4994	18.9862	19.4730	20.0540	20.6822	21.3095	
MEDICAL SECRETARY SR	19.4240	19.9353	20.4466	21.0568	21.7166	22.3748	
MEDICAL SECRETARY TRAINEE	14.9103	15.2925	15.6850	15.9765	16.3998	16.8231	
MESSENGER DRIVER	14.1238	14.4862	14.8574	15.1149	15.3081		
MESSENGER DRIVER SR	14.9611	15.3449	15.7383	15.9954	16.1883		
MOLECULAR TECHNOLOGIST I	26.0405	26.7255	27.4111	27.7738	28.7505	29.7071	
MOLECULAR TECHNOLOGIST II	26.9016	27.6095	28.3175	28.8618	29.8181	30.8756	
MOLECULAR TECHNOLOGIST III	27.8202	28.5523	29.2846	29.9285	31.0264	32.1042	
MOLECULAR TECHNOL SENIOR	29.3429	30.1149	30.8869	31.5309	32.4874	33.4641	34.6439
MOLECULAR TECHNOL TRAINEE	21.4708	22.3747					
MONITOR TECHNICIAN	15.3480	15.7332	16.1283	16.4580	16.8067	17.2140	
MRI TECHNOLOGIST I	27.4758	28.0258	28.5861	29.1579	29.7238		
MRI TECHNOLOGIST II	29.3710	29.9583	30.5575	31.1684	31.7920	32.4279	
MRI TECHNOLOGIST- SUPVR	31.2655	31.8911	32.5288	33.1794	33.8429	34.5198	
MRI TECHNOLOGIST TRAINEE	25.0797	25.5812	26.0925				
NUCLEAR MED TECH - SUPV	29.2625	30.0323	30.8025	31.6971	32.6322	33.5270	
NUCLEAR MEDICINE TECH I	26.4733	27.1700	27.8668	28.7615	29.6963	30.5910	
NUCLEAR MEDICINE TECH II	28.0983	28.8377	29.5768	30.4716	31.4065	32.3018	
NURSE ASSISTANT	14.5260	14.8982	15.2803	15.6311	15.9949	16.3194	
NURSE ASSISTANT SR	14.6863	15.0630	15.4492	15.7998	16.1378	16.4879	
NUTRITION AIDE	13.8424	14.1976	14.5618	15.1111	15.4775		
NUTRITION CLERK	14.0169	14.3763	14.7448	15.2943	15.6606		
NUTRITION CLERK - SENIOR	14.3078	14.6673	15.0359	15.5853	15.8994		
OB TECHNICIAN	15.3010	15.6932	16.0954	16.4941	16.9316	17.3301	
OB TECHNICIAN SR	15.6677	16.0693	16.4815	16.8804	17.3176	17.7163	

**WAGE RATES EFFECTIVE OCTOBER 8, 2000  
STRUCTURE A/B1**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
OCCUPATIONL THEP ASST I CERT	17.7369	18.1918	18.6582	19.1101	19.6047	20.0561	
OCCUPATIONL THEP ASST II CERT	18.8009	19.2834	19.7776	20.2566	20.7809	21.2593	
OPHTHALMIC PHOTOGRAPHER	19.0328	19.5209	20.0216	20.4923	22.0625	23.6333	

OPHTHALMIC TECH II – CERTIFIED	21.3320	21.8790	22.4396	23.6208	24.8022	25.9833	27.1643
OPHTHALMIC TECHNICIAN	20.3159	20.8371	21.3714	22.4961	23.6212	24.7459	25.8708
OR EQUIPMENT TECH	17.3217	17.7657	18.2212	18.6727	19.1678	19.6191	
OR EQUIPMENT TECH – SR	17.7369	18.1917	18.6582	19.1101	19.6047	20.0561	
ORTHOPEDIC TECH ASST SR	14.8970	15.2890	15.6811	16.0467	16.4469	16.8123	
ORTHOPEDIC TECHNICIAN	17.3217	17.7657	18.2212	18.6727	19.1678	19.6191	
ORTHOPEDIC TECHNICIAN SR	17.7369	18.1917	18.6582	19.1101	19.6047	20.0561	
PATHOLOGY TECHNICAL ASST	16.6000	17.0257	17.4621	17.8948	18.3692	18.8015	
PATHOLOGY TECHNICAL ASST SR	16.9979	17.4336	17.8809	18.3134	18.7881	19.2205	
PATIENT TRANSPORTATION AIDE	13.6629	14.0131	14.3724	14.5911	14.8873	15.1829	
PHARMACY INTERN	16.3266	16.7453	17.1748	17.4942	17.9578	18.4215	
PHARMACY TECH – OUTPATIENT	15.9209	16.3290	16.7478	17.0547	17.5000	17.9456	
PHARMACY TECH – INPATIENT	16.5643	16.9889	17.4247	17.7439	18.2073	18.6709	
PHYSICAL THERAPY AIDE	13.9790	14.3375	14.7051	14.9496	15.2966	15.6439	
PHYSICAL THERAPY AIDE SR	14.5653	14.9388	15.3219	15.6047	16.0161	16.4281	
PHYSICAL THERAPY ASST I	19.2445	19.7381	20.2442	20.7344	21.2712	21.7608	
PHYSICAL THERAPY ASST II	20.3991	20.9224	21.4588	21.9784	22.5472	23.0663	
PHYSICAL THERAPY TECHNICIAN	15.3010	15.6932	16.0954	16.4941	16.9316	17.3301	
PSYCHIATRIC ATTENDANT	16.1696	16.5952	17.0205	17.4393	17.8583	18.2627	
PSYCHIATRIC TECHNICIAN	18.6912	19.1833	19.6749	20.1528	20.6169	21.0805	21.5446
PSYCHIATRIC TECHNICIAN SR	19.5210	20.0348	20.5485	21.0270	21.4908	21.9542	22.4180
RADIOGRAPHIC FILM PROC TECH	19.1906	19.6337	20.1372	20.6789	21.4182	22.1572	
RADIOLOGIC FILM PROC LEAD TECH	21.0675	21.6079	22.1620	23.0050	23.5100	24.0634	
RADIOLOGIC TECH – LIMITED	20.9256	21.4761	22.0268	22.3745	22.8687		
RADIOLOGIC TECH I	21.9268	22.5037	23.0807	23.4450	23.9629		
RADIOLOGIC TECH II	23.2387	23.8505	24.4620	25.0160	25.7952		
RADIOLOGIC TECH III	24.2509	24.8889	25.5271	26.2540	27.4918	28.7304	29.9681
RADIOLOGIC TECHNOL – SUPV	26.1175	26.8045	27.4918	28.7304	29.9681	31.2055	32.4435
REG RESP THERAPY TECH I	23.4042	24.0201	24.6359	25.1146	25.7127	26.3095	
REG RESP THERAPY TECH II	24.6544	25.3028	25.9519	26.5494	27.5066	28.7026	29.8985
REGL LAB SUPPORT SPEC	15.1850	15.5745	15.9739	16.2712	16.7018	17.1332	
RESP CARE PRACTR – SUPV	25.8870	26.5680	27.2496	27.8769	28.8819	30.1378	31.3932
RESP CARE PRACTR I	22.2898	22.8765	23.4630	23.9186	24.4884	25.0578	0.0000
RESP CARE PRACTR II	23.4804	24.0982	24.7161	25.2851	26.1968	27.3356	28.4747

**WAGE RATES EFFECTIVE OCTOBER 8, 2000  
STRUCTURE A/B1**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
RESPIRATORY CARE PERMITTEE	20.0608						
RESPIRATORY SUPPLY AIDE	14.3883	14.7570	15.1355	15.4829	15.8432	16.1647	
RESPIRATORY SUPPLY AIDE SR	14.6356	15.0109	15.3960	15.6792	16.0906	16.5023	
SERVICE PARTNER	14.0019	14.3609	14.7289	15.1149	15.5008		

STERILE PROC TECH II – CERT	15.5625	15.9612	16.3704	16.7465	17.1360	17.4839
STERILE PROC TECH, SR – CERT	16.1848	16.5998	17.0251	17.4164	17.8214	18.1834
STERILE PROCESSING TECH I	14.9639	15.3474	15.7408	16.1024	16.4769	16.8113
STOCK ROOM ASST REG LAB SR	15.8463	16.2631	16.6801	16.9038	17.1276	17.5346
STOCK RM ASST REG LAB ONLY	14.3968	14.7757	15.1545	15.3578	15.5614	15.9475
STOREKEEPER	14.1608	14.5238	14.8963	15.2815	15.6679	
STOREKEEPER – CHIEF	15.8671	16.2740	16.6912	17.1431	17.5366	
STOREKEEPER I	14.4280	14.7979	15.1775	15.5701	15.9634	
STOREKEEPER II	14.6597	15.0357	15.4211	15.8117	16.3503	
SURGICAL ASSISTANT – CERT	19.5007	20.0008	20.5137	21.0449	21.6766	22.4076
SURGICAL ASST – TRAINEE	18.4477					
SURGICAL ASST SR	19.4182	19.9293	20.4402	20.9586	21.5750	22.2878
SURGICAL ASST.	19.0252	19.5129	20.0132	20.5317	21.1480	21.8612
SURGICAL TECHNICIAN	17.7361	18.1907	18.6572	19.1194	19.6264	20.0885
SURGICAL TECHNICIAN SR	18.1612	18.6269	19.1045	19.5673	20.0737	20.5359
SURPLUS MATERLS ASST/OPER	18.1543	18.6197	19.0972	19.5430	19.9892	20.4767
TRUCK DRIVER	20.9805	21.5181	22.0699	22.5158	22.9621	23.4495
UNIT ASSISTANT	14.9377	15.3207	15.7137	16.0413	16.3883	16.7934
UNIT ASSISTANT SR	15.2471	15.6481	16.0496	16.3482	16.7810	17.2145
VISION SERVICES ASST I	14.6441	15.0198	15.4048	15.7574	16.1099	16.3967
VISION SERVICES ASST II	15.1588	15.5476	15.9462	16.3112	16.6760	16.9730
WAREHOUSE LEADPERSON	18.5780	19.0546	19.5433	20.2865	20.7318	21.2198
WAREHOUSE PERSON	18.1544	18.6197	19.0972	19.5430	19.9891	20.4767
YARDKEEPER	14.0142	14.3731	14.7416	15.1277	15.5134	



**WAGE RATES EFFECTIVE OCTOBER 7, 2001  
STRUCTURE A/B1**

<b><u>Job Title</u></b>	<b><u>START</u></b>	<b><u>1 YEAR</u></b>	<b><u>2 YEARS</u></b>	<b><u>3 YEARS</u></b>	<b><u>4 YEARS</u></b>	<b><u>5 YEARS</u></b>	<b><u>6 YEARS</u></b>
ALLEGY ASST CENT LAB SUPVR	17.5969	18.0480	18.5108	18.9318	19.5701	20.1655	
ALLERGY TECHNICIAN	16.4847	16.9075	17.3409	17.6751	18.1535	18.6185	
ALLERGY TECHNICIAN – TRAINEE	15.6388	16.0397	16.4510	16.7555	17.1764	17.5685	
ALLERGY TECHNICIAN SR	17.1534	17.5933	18.0443	18.4367	18.9732	19.4958	
ANESTHESIA SUPPLY AIDE	14.9638	15.3473	15.7409	16.1022	16.4769	16.8113	
ANESTHESIA SUPPLY AIDE SR	15.2210	15.6113	16.0118	16.3064	16.7342	17.1624	
ANESTHESIA TECH ASST SR	17.6955	18.1494	18.6143	19.0756	19.5815	20.0425	
ANESTHESIA TECH ASST	17.2640	17.7067	18.1606	18.6106	19.1040	19.5536	
ATHLETIC TRAINER – CERTIFIED	19.6455	20.1493	20.6530	21.0661	21.4874	21.9172	
BONE DENSITOMETRY TECH	17.3571	17.8020	18.2582	18.7870	19.5480	20.1098	
CARDIOVAS ANESTHESIA TECH	21.2920	21.8380	22.3981	23.1708	24.3293	25.4874	
CARDIOVASCULAR TECH	21.6709	22.2268	22.7968	23.6412	24.9072	26.1740	
CARDIOVAS TECHNICIAN SR	23.2761	23.8730	24.4851	25.3294	26.5957	27.8622	
CARE PARTNER	15.1070	15.4941	15.8915	16.2563	16.6347	16.9722	
CENTRAL SUPPLY TECHNICIAN	14.9638	15.3473	15.7409	16.1022	16.4769	16.8113	
CLERICAL GRADE 1	13.8808	14.2368	14.6017	14.8292	15.1372	15.4444	
CLERICAL GRADE 2	14.4644	14.8355	15.2158	15.4704	15.8316	16.1930	
CLERICAL GRADE 3	14.7690	15.1479	15.5364	15.8572	16.2060	16.6005	
CLERICAL GRADE 4	15.0740	15.4604	15.8572	16.1519	16.5798	17.0077	
CLERICAL GRADE 5	15.6809	16.0830	16.4955	16.8431	17.3250	17.8060	
CLERICAL GRADE 6	16.3922	16.8125	17.2434	17.6446	18.1932	18.7416	
CLERICAL GRADE 7	17.0964	17.5348	17.9843	18.4257	19.0681	19.7102	
COMMUNICATION OPERATOR	14.7413	15.1194	15.5070	15.7665	16.1347	16.3662	16.9251
COMMUNICATION OPERATOR SR	15.0517	15.4379	15.8337	16.1607	16.5162	16.7475	17.3333
COOK A	16.1538	16.5681	16.9930	17.4095	17.8261		
COOK IN CHARGE (SR)	16.8479	17.2802	17.7234	18.1400	18.5564		
CT SCHEDULING ASSISTANT	15.0740	15.4604	15.8572	16.1519	16.5798	17.0077	
CUSTODIAN/WATCHMAN	15.5906	15.9905	16.4007	16.8018	17.2033		
CYTOGENETIC TECH I	27.0821	27.7945	28.5075	28.8848	29.9005	30.8954	
CYTOGENETIC TECH II	27.9777	28.7139	29.4502	30.0163	31.0108	32.1106	
CYTOGENETIC TECH III	28.9330	29.6945	30.4560	31.1256	32.2675	33.3884	34.5692
CYTOGENETIC TECH SR	30.5166	31.3196	32.1224	32.7921	33.7869	34.8027	36.0297
CYTOGENETIC TRAINEE	22.3296	23.2697					

**WAGE RATES EFFECTIVE OCTOBER 7, 2001  
STRUCTURE A/B1**



<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
CYTO-HISTO TECHNOL - SUPV	33.3621	34.2399	35.1173	36.5907	37.7977	38.5060	
CYTOLOGY TECHNOL - CHIEF	32.2687	33.1179	33.9667	34.6750	35.7268	36.8009	
CYTOTECHNOLOGIST I	28.6370	29.3903	30.1443	30.5432	31.6172	32.6692	
CYTOTECHNOLOGIST II	29.5840	30.3626	31.1411	31.7397	32.7914	33.9542	
CYTOTECHNOLOGIST III	30.5942	31.3995	32.2046	32.9128	34.1201	35.3054	
DARK ROOM TECHNICIAN	15.1857	15.5751	15.9745	16.2824	16.8443	17.2456	
DEPARTMENT SECRETARY	16.2117	16.6274	17.0538	17.3709	17.8309	18.2915	
DIAG ULTRASONOGRPHR - SUPV	33.2140	34.0876	34.9617	36.5367	38.1105	39.7942	41.2587
DIAG ULTRASONOGRAPHER I	27.4498	28.1719	28.8942	29.3502	29.9986	31.0311	
DIAG ULTRASONOGRAPHER II	29.3716	30.1444	30.9174	31.7977	33.2968	34.7964	36.2954
DIAG ULTRASONOGRAPHER III	30.8401	31.6515	32.4632	33.3876	34.9616	36.6378	38.1103
DIAG ULTRASONOGRPHR TRAINEE	24.1106						
DRIVER FOREMAN	22.9950	23.5849	24.1894	24.6533	25.1158	25.6227	
EEG TECHNOLOGIST I	18.1724	18.6385	19.1164	19.6331	20.5634	21.3901	
EEG TECHNOLOGIST II	19.2532	19.7469	20.2532	20.7696	21.8030	22.8362	
EKG TECHNICIAN	17.3571	17.8020	18.2582	18.7870	19.5480	20.1098	
EKG TECHNICIAN SR	18.1105	18.5744	19.0508	19.6257	20.5515	21.2672	
EMERGENCY DEPT TECHNICIAN I	15.2299	15.6206	16.0210	16.3877	16.7543	17.0526	
EMERGENCY DEPT TECH II	18.0145	18.4763	18.9500	19.4196	19.9345	20.4039	
EMERGENCY RM ASST SF ONLY	15.0047	15.3995	15.7943	16.1558	16.5172	16.8115	
GARAGE ATTENDANT	14.4644	14.8355	15.2158	15.4704	15.8316	16.1930	
GARAGE/PARKING ATTENDANT	14.4644	14.8355	15.2158	15.4704	15.8316	16.1930	
GARDENER	16.0018	16.4122	16.8327	17.2415	17.6506		
GARDENER - SENIOR	17.2491	17.6913	18.1451	18.5576	18.9668		
HISTOLOGIC TECH I	22.4940	23.0859	23.6778	24.1614	24.5430	24.8652	
HISTOLOGIC TECH II	24.3405	24.9812	25.6215	26.2860	26.7281	27.0304	
HISTOLOGIC TECH TRAINEE	18.8268	19.3217	19.8173	20.1485	20.6190	21.0895	
HISTOLOGIC TECHNICIAN - SUPV	26.9325	27.6413	28.3502	29.0553	29.6188	30.0419	
HOME HEALTH AIDE	15.1828	15.5722	15.9716	16.3327	16.7075	17.0420	
HOMEMAKER	8.0727						
HOUSEKEEPING HEAD AIDE	14.9431	15.3260	15.7195	16.1208	16.5221		
HOUSEKEEPING AIDE	14.5620	14.9353	15.3181	15.7195	16.1208		
LABORATORY ASSISTANT I	15.1539	15.5424	15.9413	16.2080	16.5862	16.9648	
LABORATORY ASSISTANT II	15.7924	16.1975	16.6129	16.9220	17.3699	17.8185	
LABORATORY ASSISTANT III	16.0591	16.4709	16.8931	17.2023	17.6503	18.0991	
LABORATORY ASSISTANT SR	16.4283	16.8496	17.2819	17.6459	18.1509	18.6549	

WAGE RATES EFFECTIVE OCTOBER 7, 2001

STRUCTURE A/B1

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
LICENSED VOCATIONAL NURSE	19.7179	20.2369	20.7557	21.2598	21.7493	22.2384	22.7280

LICENSED VOC NURSE SR	20.5932	21.1353	21.6771	22.1820	22.6713	23.1601	23.6494
LIFT TECHNICIAN	14.9638	15.3473	15.7409	16.1022	16.4769	16.8113	
LINEN ROOM SUPERVISOR	14.9431	15.3260	15.7195	16.1208	16.5221		
LITHOTRIPSY TECHNICIAN	16.5159	16.9393	17.3737	17.7715	18.1690	18.4924	
MEDICAL ASSISTANT	15.2299	15.6206	16.0210	16.3877	16.7543	17.0526	
MEDICAL ASSISTANT SENIOR	15.6173	16.0177	16.4286	16.7948	17.1610	17.4598	
MEDICAL RECORD CODER I	18.7836	19.2776	19.7720	20.1887	20.7662	21.3431	
MEDICAL RECORD CODER II	20.2759	20.8096	21.3431	21.7913	22.4144	23.0352	
MEDICAL SECRETARY	19.2394	19.7456	20.2519	20.8562	21.5095	22.1619	
MEDICAL SECRETARY SR	20.2010	20.7327	21.2645	21.8991	22.5853	23.2698	
MEDICAL SECRETARY TRAINEE	15.5067	15.9042	16.3124	16.6156	17.0558	17.4960	
MESSENGER DRIVER	14.6888	15.0656	15.4517	15.7195	15.9204		
MESSENGER DRIVER SR	15.5595	15.9587	16.3678	16.6352	16.8358		
MOLECULAR TECHNOL- SR	30.5166	31.3195	32.1224	32.7921	33.7869	34.8027	36.0297
MOLECULAR TECHNOLOGIST I	27.0821	27.7945	28.5075	28.8848	29.9005	30.8954	
MOLECULAR TECHNOLOGIST II	27.9777	28.7139	29.4502	30.0163	31.0108	32.1106	
MOLECULAR TECHNOLOGIST III	28.9330	29.6944	30.4560	31.1256	32.2675	33.3884	
MOLECULAR TECHNOL TRAINEE	22.3296	23.2697					
MONITOR TECHNICIAN	15.9619	16.3625	16.7734	17.1163	17.4790	17.9026	
MRI TECHNOLOGIST - SUPV	32.5161	33.1667	33.8300	34.5066	35.1966	35.9006	
MRI TECHNOLOGIST I	28.5748	29.1468	29.7295	30.3242	30.9128		
MRI TECHNOLOGIST II	30.5458	31.1566	31.7798	32.4151	33.0637	33.7250	
MRI TECHNOLOGIST TRAINEE	26.0829	26.6044	27.1362				
NUCLEAR MED TECH - SUPV	30.4330	31.2336	32.0346	32.9650	33.9375	34.8681	
NUCLEAR MEDICINE TECH I	27.5322	28.2568	28.9815	29.9120	30.8842	31.8146	
NUCLEAR MEDICINE TECH II	29.2222	29.9912	30.7599	31.6905	32.6628	33.5939	
NURSE ASSISTANT	15.1070	15.4941	15.8915	16.2563	16.6347	16.9722	
NURSE ASSISTANT SR	15.2738	15.6655	16.0672	16.4318	16.7833	17.1474	
NUTRITION AIDE	14.3961	14.7655	15.1443	15.7155	16.0966		
NUTRITION CLERK	14.5776	14.9514	15.3346	15.9061	16.2870		
NUTRITION CLERK SR	14.8801	15.2540	15.6373	16.2087	16.5354		
OB TECHNICIAN	15.9130	16.3209	16.7392	17.1539	17.6089	18.0233	
OB TECHNICIAN SR	16.2944	16.7121	17.1408	17.5556	18.0103	18.4250	

**WAGE RATES EFFECTIVE OCTOBER 7, 2001  
STRUCTURE A/B1**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
OCCUPTIONL THEP ASST I CERT	18.4464	18.9195	19.4045	19.8745	20.3889	20.8583	
OCCUPTIONL THEP ASST II CERT	19.5529	20.0547	20.5687	21.0669	21.6121	22.1097	
OPHTHALMIC PHOTOGRAPHER	19.7941	20.3017	20.8225	21.3120	22.9450	24.5786	

OPHTHALMIC TECH II – CERT	22.1853	22.7542	23.3372	24.5656	25.7943	27.0226	28.2509
OPHTHALMIC TECHNICIAN	21.1285	21.6706	22.2263	23.3959	24.5660	25.7357	26.9056
OR EQUIPMENT TECH	18.0146	18.4763	18.9500	19.4196	19.9345	20.4039	
OR EQUIPMENT TECH SR	18.4464	18.9194	19.4045	19.8745	20.3889	20.8583	
ORTHOPEDIC TECH ASST SR	15.4929	15.9006	16.3083	16.6886	17.1048	17.4848	
ORTHOPEDIC TECHNICIAN I	18.0146	18.4763	18.9500	19.4196	19.9345	20.4039	
ORTHOPEDIC TECHNICIAN SR	18.4464	18.9194	19.4045	19.8745	20.3889	20.8583	
PATHOLOGY TECH ASST	17.2640	17.7067	18.1606	18.6106	19.1040	19.5536	
PATHOLOGY TECH ASST SR	17.6778	18.1309	18.5961	19.0459	19.5396	19.9893	
PATIENT TRANSPORTATION AIDE	14.2094	14.5736	14.9473	15.1747	15.4828	15.7902	
PHARMACY INTERN	16.9797	17.4151	17.8618	18.1940	18.6761	19.1584	
PHARMACY TECH - OUTPATIENT	16.5577	16.9822	17.4177	17.7369	18.2000	18.6634	
PHARMACY TECH – INPATIENT	17.2269	17.6685	18.1217	18.4537	18.9356	19.4177	
PHYSICAL THERAPY AIDE	14.5382	14.9110	15.2933	15.5476	15.9085	16.2697	
PHYSICAL THERAPY AIDE – SR	15.1479	15.5364	15.9348	16.2289	16.6567	17.0852	
PHYSICAL THERAPY ASST I	20.0143	20.5276	21.0540	21.5638	22.1220	22.6312	
PHYSICAL THERAPY ASST II	21.2151	21.7593	22.3172	22.8575	23.4491	23.9890	
PHYSICAL THERAPY TECHNICIAN	15.9130	16.3209	16.7392	17.1539	17.6089	18.0233	
PSYCHIATRIC ATTENDANT	16.8164	17.2590	17.7013	18.1369	18.5726	18.9932	
PSYCHIATRIC TECHNICIAN	19.4388	19.9506	20.4619	20.9589	21.4416	21.9237	22.4064
PSYCHIATRIC TECHNICIAN SR	20.3018	20.8362	21.3704	21.8681	22.3504	22.8324	23.3147
RADIOGRAPHIC FILM PROC TECH	19.9582	20.4190	20.9427	21.5061	22.2749	23.0435	
RADIOLOGIC FILM PROC LEAD TECH	21.9102	22.4722	23.0485	23.9252	24.4504	25.0259	
RADIOLOGIC TECH – LIMITED	21.7626	22.3351	22.9079	23.2695	23.7834		
RADIOLOGIC TECH I	22.8039	23.4038	24.0039	24.3828	24.9214		
RADIOLOGIC TECH II	24.1682	24.8045	25.4405	26.0166	26.8270		
RADIOLOGIC TECH III	25.2209	25.8845	26.5482	27.3042	28.5915	29.8796	31.1668
RADIOLOGIC TECHNOL – SUPV	27.1622	27.8767	28.5915	29.8796	31.1668	32.4537	33.7412
REG RESPIRATORY THER TECH I	24.3404	24.9809	25.6213	26.1192	26.7412	27.3619	
REG RESPIRATORY THER TECH II	25.6406	26.3149	26.9900	27.6114	28.6069	29.8507	31.0944
REGL LAB SUPPORT SPEC	15.7924	16.1975	16.6129	16.9220	17.3699	17.8185	

**WAGE RATES EFFECTIVE OCTOBER 7, 2001  
STRUCTURE A/B1**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
RESP CARE PRACTR – SUPV	26.9225	27.6307	28.3396	28.9920	30.0372	31.3433	32.6489
RESP CARE PRACTITIONER I	23.1814	23.7916	24.4015	24.8753	25.4679	26.0601	
RESP CARE PRACTITIONER II	24.4196	25.0621	25.7047	26.2965	27.2447	28.4290	29.6137
RESPIRATORY CARE PERMITTEE	20.8632						
RESPIRATORY SUPPLY AIDE	14.9638	15.3473	15.7409	16.1022	16.4769	16.8113	
RESPIRATORY SUPPLY AIDE SR	15.2210	15.6113	16.0118	16.3064	16.7342	17.1624	

SERVICE PARTNER	14.5620	14.9353	15.3181	15.7195	16.1208	
STERILE PROC TECH - SR - CERT	16.8322	17.2638	17.7061	18.1131	18.5343	18.9107
STERILE PROC TECH II - CERT	16.1850	16.5996	17.0252	17.4164	17.8214	18.1833
STERILE PROCESSING TECH I	15.5625	15.9613	16.3704	16.7465	17.1360	17.4838
STOCK ROOM ASST REG LAB SR	16.4802	16.9136	17.3473	17.5800	17.8127	18.2360
STOCK RM ASST REG. LAB ONLY	14.9727	15.3667	15.7607	15.9721	16.1839	16.5854
STOREKEEPER	14.7272	15.1048	15.4922	15.8928	16.2946	
STOREKEEPER - CHIEF	16.5018	16.9250	17.3588	17.8288	18.2381	
STOREKEEPER I	15.0051	15.3898	15.7846	16.1929	16.6019	
STOREKEEPER II	15.2461	15.6371	16.0379	16.4442	17.0043	
SURGICAL ASSIST - CERTIFIED	20.2807	20.8008	21.3342	21.8867	22.5437	23.3039
SURGICAL ASST - TRAINEE	19.1856					
SURGICAL ASST SR	20.1949	20.7265	21.2578	21.7969	22.4380	23.1793
SURGICAL ASST.	19.7862	20.2934	20.8137	21.3530	21.9939	22.7356
SURGICAL TECHNICIAN	18.4455	18.9183	19.4035	19.8842	20.4115	20.8920
SURGICAL TECHNICIAN SR	18.8876	19.3720	19.8687	20.3500	20.8766	21.3573
SURPLUS MATRLS ASST/OPER	18.8805	19.3645	19.8611	20.3247	20.7888	21.2958
TRUCK DRIVER	21.8197	22.3788	22.9527	23.4164	23.8806	24.3875
UNIT ASSISTANT	15.5352	15.9335	16.3422	16.6830	17.0438	17.4651
UNIT ASSISTANT SR	15.8570	16.2740	16.6916	17.0021	17.4522	17.9031
VISION SERVICES ASST I	15.2299	15.6206	16.0210	16.3877	16.7543	17.0526
VISION SERVICES ASST II	15.7652	16.1695	16.5840	16.9636	17.3430	17.6519
WAREHOUSE LEADPERSON	19.3211	19.8168	20.3250	21.0980	21.5611	22.0686
WAREHOUSE PERSON	18.8806	19.3645	19.8611	20.3247	20.7887	21.2958
YARDKEEPER	14.5748	14.9480	15.3313	15.7328	16.1339	



**WAGE RATES EFFECTIVE OCTOBER 6, 2002  
STRUCTURE A/B1**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
ALLRGY CENTRL ASST LAB SUPR	18.3008	18.7699	19.2512	19.6891	20.3529	20.9721	
ALLERGY TECHNICIAN	17.1441	17.5838	18.0345	18.3821	18.8796	19.3632	
ALLERGY TECHNICIAN SR	17.8395	18.2970	18.7661	19.1742	19.7321	20.2756	
ALLERGY TECHNICIAN TRAINEE	16.2644	16.6813	17.1090	17.4257	17.8635	18.2712	
ANESTHESIA SUPPLY AIDE	15.5624	15.9612	16.3705	16.7463	17.1360	17.4838	
ANESTHESIA SUPPLY AIDE SR	15.8298	16.2358	16.6523	16.9587	17.4036	17.8489	
ANESTHESIA TECH ASST SR	18.4033	18.8754	19.3589	19.8386	20.3648	20.8442	
ANESTHESIA TECH ASST	17.9546	18.4150	18.8870	19.3550	19.8682	20.3357	
ATHLETIC TRAINER CERT	20.4313	20.9553	21.4791	21.9087	22.3469	22.7939	
BONE DENSITOMETRY TECH	18.0514	18.5141	18.9885	19.5385	20.3299	20.9142	
CARDIOVAS ANESTHESIA TECH	22.1437	22.7115	23.2940	24.0976	25.3025	26.5069	
CARDIOVASCULAR TECH	22.5377	23.1159	23.7087	24.5868	25.9035	27.2210	
CARDIOVAS TECHNICIAN SR	24.2071	24.8279	25.4645	26.3426	27.6595	28.9767	
CARE PARTNER	15.7113	16.1139	16.5272	16.9066	17.3001	17.6511	
CENTRAL SUPPLY TECHNICIAN	15.5624	15.9612	16.3705	16.7463	17.1360	17.4838	
CLERICAL GRADE 1	14.4360	14.8063	15.1858	15.4224	15.7427	16.0622	
CLERICAL GRADE 2	15.0430	15.4289	15.8244	16.0892	16.4649	16.8407	
CLERICAL GRADE 3	15.3598	15.7538	16.1579	16.4915	16.8542	17.2645	
CLERICAL GRADE 4	15.6770	16.0788	16.4915	16.7980	17.2430	17.6880	
CLERICAL GRADE 5	16.3081	16.7263	17.1553	17.5168	18.0180	18.5182	
CLERICAL GRADE 6	17.0479	17.4850	17.9331	18.3504	18.9209	19.4913	
CLERICAL GRADE 7	17.7803	18.2362	18.7037	19.1627	19.8308	20.4986	
COMMUNICATION OPERATOR	15.3310	15.7242	16.1273	16.3972	16.7801	17.0208	17.6021
COMMUNICATION OPERATOR SR	15.6538	16.0554	16.4670	16.8071	17.1768	17.4174	18.0266
COOK A	16.8000	17.2308	17.6727	18.1059	18.5391		
COOK IN CHARGE (SR)	17.5218	17.9714	18.4323	18.8656	19.2987		
CT SCHEDULING ASSISTANT	15.6770	16.0788	16.4915	16.7980	17.2430	17.6880	
CUSTODIAN/WATCHMAN	16.2142	16.6301	17.0567	17.4739	17.8914		
CYTOGENETIC TECH I	28.1654	28.9063	29.6478	30.0402	31.0965	32.1312	
CYTOGENETIC TECH II	29.0968	29.8625	30.6282	31.2170	32.2512	33.3950	
CYTOGENETIC TECH III	30.0903	30.8823	31.6742	32.3706	33.5582	34.7239	35.9520
CYTOGENETIC TECH SR	31.7373	32.5724	33.4073	34.1038	35.1384	36.1948	37.4709
CYTOGENETIC TRAINEE	23.2228	24.2005					

**WAGE RATES EFFECTIVE OCTOBER 6, 2002  
STRUCTURE A/B1**



<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
CYTO-HISTO TECHNOL – SUPV	34.6966	35.6095	36.5220	38.0543	39.3096	40.0462	
CYTOLOGY TECHNOL - CHIEF	33.5594	34.4426	35.3254	36.0620	37.1559	38.2729	
CYTOTECHNOLOGIST I	29.7825	30.5659	31.3501	31.7649	32.8819	33.9760	
CYTOTECHNOLOGIST II	30.7674	31.5771	32.3867	33.0093	34.1031	35.3124	
CYTOTECHNOLOGIST III	31.8180	32.6555	33.4928	34.2293	35.4849	36.7176	
DARK ROOM TECHNICIAN	15.7931	16.1981	16.6135	16.9337	17.5181	17.9354	
DEPARTMENT SECRETARY	16.8602	17.2925	17.7360	18.0657	18.5441	19.0232	
DIAG ULTRASONOGRAPHER I	28.5478	29.2988	30.0500	30.5242	31.1985	32.2723	
DIAG ULTRASONOGRAPHER II	30.5465	31.3502	32.1541	33.0696	34.6287	36.1883	37.7472
DIAG ULTRASONOGRAPHER III	32.0737	32.9176	33.7617	34.7231	36.3601	38.1033	39.6347
DIAG ULTRASONOGRAPHER SUPV	34.5426	35.4511	36.3602	37.9982	39.6349	41.3860	42.9090
DIAG ULTRASONOGRAPHER TRAINEE	25.0750						
DRIVER FOREMAN	23.9148	24.5283	25.1570	25.6394	26.1204	26.6476	
EEG TECHNOLOGIST I	18.8993	19.3840	19.8811	20.4184	21.3859	22.2457	
EEG TECHNOLOGIST II	20.0233	20.5368	21.0633	21.6004	22.6751	23.7496	
EKG TECHNICIAN	18.0514	18.5141	18.9885	19.5385	20.3299	20.9142	
EKG TECHNICIAN SR	18.8349	19.3174	19.8128	20.4107	21.3736	22.1179	
EMERGENCY DEPT TECH I	15.8391	16.2454	16.6618	17.0432	17.4245	17.7347	
EMERGENCY DEPT TECH II	18.7351	19.2154	19.7080	20.1964	20.7319	21.2201	
EMERGENCY RM ASST SF ONLY	15.6049	16.0155	16.4261	16.8020	17.1779	17.4840	
GARAGE ATTENDANT	15.0430	15.4289	15.8244	16.0892	16.4649	16.8407	
GARAGE/PARKING ATTENDANT	15.0430	15.4289	15.8244	16.0892	16.4649	16.8407	
GARDENER	16.6419	17.0687	17.5060	17.9312	18.3566	0.0000	
GARDENER SR	17.9391	18.3990	18.8709	19.2999	19.7255	0.0000	
HISTOLOGIC TECH I	23.3938	24.0093	24.6249	25.1279	25.5247	25.8598	
HISTOLOGIC TECH II	25.3141	25.9804	26.6464	27.3374	27.7972	28.1116	
HISTOLOGIC TECH TRAINEE	19.5799	20.0946	20.6100	20.9544	21.4438	21.9331	
HISTOLOGIC TECHNICIAN - SUPV	28.0098	28.7470	29.4842	30.2175	30.8036	31.2436	
HOME HEALTH AIDE	15.7901	16.1951	16.6105	16.9860	17.3758	17.7237	
HOMEMAKER	8.3956						
HOUSEKEEPING AIDE	15.1445	15.5327	15.9308	16.3483	16.7656		
HOUSEKEEPING HEAD AIDE	15.5408	15.9390	16.3483	16.7656	17.1830		
LABORATORY ASSISTANT I	15.7601	16.1641	16.5790	16.8563	17.2496	17.6434	
LABORATORY ASSISTANT II	16.4241	16.8454	17.2774	17.5989	18.0647	18.5312	
LABORATORY ASSISTANT III	16.7015	17.1297	17.5688	17.8904	18.3563	18.8231	
LABORATORY ASSISTANT SR	17.0854	17.5236	17.9732	18.3517	18.8769	19.4011	

**WAGE RATES EFFECTIVE OCTOBER 6, 2002  
STRUCTURE A/B1**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
LICENSED VOC NURSE	20.5066	21.0464	21.5859	22.1102	22.6193	23.1279	23.6371

LICENSED VOC NURSE SR	21.4169	21.9807	22.5442	23.0693	23.5782	24.0865	24.5954
LIFT TECHNICIAN	15.5624	15.9612	16.3705	16.7463	17.1360	17.4838	
LINEN ROOM SUPERVISOR	15.5408	15.9390	16.3483	16.7656	17.1830		
LITHOTRIPSY TECHNICIAN	17.1765	17.6169	18.0686	18.4824	18.8958	19.2321	
MEDICAL ASSISTANT	15.8391	16.2454	16.6618	17.0432	17.4245	17.7347	
MEDICAL ASSISTANT SR	16.2420	16.6584	17.0857	17.4666	17.8474	18.1582	
MEDICAL RECORD CODER I	19.5349	20.0487	20.5629	20.9962	21.5968	22.1968	
MEDICAL RECORD CODER II	21.0869	21.6420	22.1968	22.6630	23.3110	23.9566	
MEDICAL SECRETARY	20.0090	20.5354	21.0620	21.6904	22.3699	23.0484	
MEDICAL SECRETARY SR	21.0090	21.5620	22.1151	22.7751	23.4887	24.2006	
MEDICAL SECRETARY TRAINEE	16.1270	16.5404	16.9649	17.2802	17.7380	18.1958	
MESSENGER DRIVER	15.2764	15.6682	16.0698	16.3483	16.5572	0.0000	
MESSENGER DRIVER SR	16.1819	16.5970	17.0225	17.3006	17.5092	0.0000	
MOLECULAR TECHNOLOGIST I	28.1654	28.9063	29.6478	30.0402	31.0965	32.1312	
MOLECULAR TECHNOLOGIST II	29.0968	29.8625	30.6282	31.2170	32.2512	33.3950	
MOLECULAR TECHNOLOGIST III	30.0903	30.8822	31.6742	32.3706	33.5582	34.7239	
MOLECULAR TECHNOLOGIST SR	31.7373	32.5723	33.4073	34.1038	35.1384	36.1948	37.4709
MOLECULAR TECHNOL TRAINEE	23.2228	24.2005					
MONITOR TECHNICIAN	16.6004	17.0170	17.4443	17.8010	18.1782	18.6187	
MRI TECHNOLOGIST - SUPV	33.8167	34.4934	35.1832	35.8869	36.6045	37.3366	
MRI TECHNOLOGIST I	29.7178	30.3127	30.9187	31.5372	32.1493	0.0000	
MRI TECHNOLOGIST II	31.7676	32.4029	33.0510	33.7117	34.3862	35.0740	
MRI TECHNOLOGIST TRAINEE	27.1262	27.6686	28.2216	0.0000	0.0000	0.0000	
NUCLEAR MED TECH - SUPV	31.6503	32.4829	33.3160	34.2836	35.2950	36.2628	
NUCLEAR MEDICINE TECH I	28.6335	29.3871	30.1408	31.1085	32.1196	33.0872	
NUCLEAR MEDICINE TECH II	30.3911	31.1908	31.9903	32.9581	33.9693	34.9377	
NURSE ASSISTANT	15.7113	16.1139	16.5272	16.9066	17.3001	17.6511	
NURSE ASSISTANT SR	15.8848	16.2921	16.7099	17.0891	17.4546	17.8333	
NUTRITION AIDE	14.9719	15.3561	15.7501	16.3441	16.7405		
NUTRITION CLERK	15.1607	15.5495	15.9480	16.5423	16.9385	0.0000	
NUTRITION CLERK SENIOR	15.4753	15.8642	16.2628	16.8570	17.1968	0.0000	
OB TECHNICIAN	16.5495	16.9737	17.4088	17.8401	18.3133	18.7442	
OB TECHNICIAN SR	16.9462	17.3806	17.8264	18.2578	18.7307	19.1620	

**WAGE RATES EFFECTIVE OCTOBER 6, 2002  
STRUCTURE A/B1**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
OCCUPL THERP CERT ASST I	19.1843	19.6763	20.1807	20.6695	21.2045	21.6926	
OCCUPL THERP CERT ASST II	20.3350	20.8569	21.3914	21.9096	22.4766	22.9941	
OPHTHALMIC PHOTOGRAPHER	20.5859	21.1138	21.6554	22.1645	23.8628	25.5617	

OPHTHALMIC TECH II – CERT	23.0727	23.6644	24.2707	25.5482	26.8261	28.1035	29.3809
OPHTHALMIC TECHNICIAN	21.9736	22.5374	23.1154	24.3317	25.5486	26.7651	27.9818
OR EQUIPMENT TECH	18.7352	19.2154	19.7080	20.1964	20.7319	21.2201	
OR EQUIPMENT TECH SR	19.1843	19.6762	20.1807	20.6695	21.2045	21.6926	
ORTHOPEDIC TECH ASST SR	16.1126	16.5366	16.9606	17.3561	17.7890	18.1842	
ORTHOPEDIC TECHNICIAN	18.7352	19.2154	19.7080	20.1964	20.7319	21.2201	
ORTHOPEDIC TECHNICIAN SR	19.1843	19.6762	20.1807	20.6695	21.2045	21.6926	
PATHOLOGY TECH ASST	17.9546	18.4150	18.8870	19.3550	19.8682	20.3357	
PATHOLOGY TECH ASST SR	18.3849	18.8561	19.3399	19.8077	20.3212	20.7889	
PATIENT TRANSPORTATION AIDE	14.7778	15.1565	15.5452	15.7817	16.1021	16.4218	
PHARMACY INTERN	17.6589	18.1117	18.5763	18.9218	19.4231	19.9247	
PHARMACY TECH INPATIENT	17.9160	18.3752	18.8466	19.1918	19.6930	20.1944	
PHARMACY TECH OUTPATIENT	17.2200	17.6615	18.1144	18.4464	18.9280	19.4099	
PHYSICAL THERAPY AIDE	15.1197	15.5074	15.9050	16.1695	16.5448	16.9205	
PHYSICAL THERAPY AIDE SR	15.7538	16.1579	16.5722	16.8781	17.3230	17.7686	
PHYSICAL THERAPY ASST I	20.8149	21.3487	21.8962	22.4264	23.0069	23.5364	
PHYSICAL THERAPY ASST II	22.0637	22.6297	23.2099	23.7718	24.3871	24.9486	
PHYSICAL THERAPY TECHNICIAN	16.5495	16.9737	17.4088	17.8401	18.3133	18.7442	
PSYCHIATRIC ATTENDANT	17.4891	17.9494	18.4094	18.8624	19.3155	19.7529	
PSYCHIATRIC TECHNICIAN	20.2164	20.7486	21.2804	21.7973	22.2993	22.8006	23.3027
PSYCHIATRIC TECHNICIAN SR	21.1139	21.6696	22.2252	22.7428	23.2444	23.7457	24.2473
RADIOGRAPHIC FILM PROC TECH	20.7565	21.2358	21.7804	22.3663	23.1659	23.9652	
RADIOLGC FILM PROCLEADTECH	22.7866	23.3711	23.9704	24.8822	25.4284	26.0269	
RADIOLOGIC TECH I	23.7161	24.3400	24.9641	25.3581	25.9183		
RADIOLOGIC TECH II	25.1349	25.7967	26.4581	27.0573	27.9001		
RADIOLOGIC TECH III	26.2297	26.9199	27.6101	28.3964	29.7352	31.0748	32.4135
RADIOLOGIC TECH LIMITED	22.6331	23.2285	23.8242	24.2003	24.7347		
RADIOLOGIC TECHNOL - SUPV	28.2487	28.9918	29.7352	31.0748	32.4135	33.7518	35.0908
REG RESPIRATORY THEP TECH I	25.3140	25.9801	26.6462	27.1640	27.8108	28.4564	
REG RESPIRATORY THEP TECH II	26.6662	27.3675	28.0696	28.7159	29.7512	31.0447	32.3382
REGL LAB SUPPORT SPEC	16.4241	16.8454	17.2774	17.5989	18.0647	18.5312	

**WAGE RATES EFFECTIVE OCTOBER 6, 2002  
STRUCTURE A/B1**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
RESP CARE PRACT – SUPV	27.9994	28.7359	29.4732	30.1517	31.2387	32.5970	33.9549
RESP CARE PRACTITIONER I	24.1087	24.7433	25.3776	25.8703	26.4866	27.1025	
RESP CARE PRACTITIONER II	25.3964	26.0646	26.7329	27.3484	28.3345	29.5662	30.7982
RESPIRATORY CARE PERMITTEE	21.6977						
RESPIRATORY SUPPLY AIDE	15.5624	15.9612	16.3705	16.7463	17.1360	17.4838	
RESPIRATORY SUPPLY AIDE SR	15.8298	16.2358	16.6523	16.9587	17.4036	17.8489	

SERVICE PARTNER	15.1445	15.5327	15.9308	16.3483	16.7656	
STERILE PROC TECH CERT SR	17.5055	17.9544	18.4143	18.8376	19.2757	19.6671
STERILE PROC TECH II - CERT	16.8324	17.2636	17.7062	18.1131	18.5343	18.9106
STERILE PROCESSING TECH I	16.1850	16.5998	17.0252	17.4164	17.8214	18.1832
STOCK ROOM ASST REG LAB SR	17.1394	17.5901	18.0412	18.2832	18.5252	18.9654
STOCK RM ASST REG LAB ONLY	15.5716	15.9814	16.3911	16.6110	16.8313	17.2488
STOREKEEPER	15.3163	15.7090	16.1119	16.5285	16.9464	0.0000
STOREKEEPER - CHIEF	17.1619	17.6020	18.0532	18.5420	18.9676	
STOREKEEPER I	15.6053	16.0054	16.4160	16.8406	17.2660	
STOREKEEPER II	15.8559	16.2626	16.6794	17.1020	17.6845	
SURGICAL ASSISTANT CERT	21.0919	21.6328	22.1876	22.7622	23.4454	24.2361
SURGICAL ASST SR	21.0027	21.5556	22.1081	22.6688	23.3355	24.1065
SURGICAL ASST TRAINEE	19.9530	19.9530				
SURGICAL ASST.	20.5776	21.1051	21.6462	22.2071	22.8737	23.6450
SURGICAL TECHNICIAN	19.1833	19.6750	20.1796	20.6796	21.2280	21.7277
SURGICAL TECHNICIAN SR	19.6431	20.1469	20.6634	21.1640	21.7117	22.2116
SURPLUS MATERLS ASST/OPER	19.6357	20.1391	20.6555	21.1377	21.6204	22.1476
TRUCK DRIVER	22.6925	23.2740	23.8708	24.3531	24.8358	25.3630
UNIT ASSISTANT	16.1566	16.5708	16.9959	17.3503	17.7256	18.1637
UNIT ASSISTANT SR	16.4913	16.9250	17.3593	17.6822	18.1503	18.6192
VISION SERVICES ASST I	15.8391	16.2454	16.6618	17.0432	17.4245	17.7347
VISION SERVICES ASST II	16.3958	16.8163	17.2474	17.6421	18.0367	18.3580
WAREHOUSE LEADPERSON	20.0939	20.6095	21.1380	21.9419	22.4235	22.9513
WAREHOUSE PERSON	19.6358	20.1391	20.6555	21.1377	21.6202	22.1476
YARDKEEPER	15.1578	15.5459	15.9446	16.3621	16.7793	0.0000



**WAGE RATES EFFECTIVE OCTOBER 5, 2003  
STRUCTURE A/B1**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
ALLERGY ASST SUPV CENTRL LAB	19.0328	19.5207	20.0212	20.4767	21.1670	21.8110	
ALLERGY TECHNICIAN	17.8299	18.2872	18.7559	19.1174	19.6348	20.1377	
ALLERGY TECHNICIAN SR	18.5531	19.0289	19.5167	19.9412	20.5214	21.0866	
ALLERGY TECHNICIAN TRAINEE	16.9150	17.3486	17.7934	18.1227	18.5780	19.0020	
ANESTHESIA SUPPLY AIDE	16.1849	16.5996	17.0253	17.4162	17.8214	18.1832	
ANESTHESIA SUPPLY AIDE SR	16.4630	16.8852	17.3184	17.6370	18.0997	18.5629	
ANESTHESIA TECH ASST SR	19.1394	19.6304	20.1333	20.6321	21.1794	21.6780	
ANESTHESIA TECH ASST	18.6728	19.1516	19.6425	20.1292	20.6629	21.1491	
ATHLETIC TRAINER CERT	21.2486	21.7935	22.3383	22.7850	23.2408	23.7057	
BONE DENSITOMETRY TECH	18.7735	19.2547	19.7480	20.3200	21.1431	21.7508	
CARDIOVAS ANESTHESIA TECH	23.0294	23.6200	24.2258	25.0615	26.3146	27.5672	
CARDIOVASCULAR TECH	23.4392	24.0405	24.6570	25.5703	26.9396	28.3098	
CARDIOVAS TECHNICIAN SR	25.1754	25.8210	26.4831	27.3963	28.7659	30.1358	
CARE PARTNER	16.3398	16.7585	17.1883	17.5829	17.9921	18.3571	
CENTRAL SUPPLY TECHNICIAN	16.1849	16.5996	17.0253	17.4162	17.8214	18.1832	
CLERICAL GRADE 1	15.0134	15.3986	15.7932	16.0393	16.3724	16.7047	
CLERICAL GRADE 2	15.6447	16.0461	16.4574	16.7328	17.1235	17.5143	
CLERICAL GRADE 3	15.9742	16.3840	16.8042	17.1512	17.5284	17.9551	
CLERICAL GRADE 4	16.3041	16.7220	17.1512	17.4699	17.9327	18.3955	
CLERICAL GRADE 5	16.9604	17.3954	17.8415	18.2175	18.7387	19.2589	
CLERICAL GRADE 6	17.7298	18.1844	18.6504	19.0844	19.6777	20.2710	
CLERICAL GRADE 7	18.4915	18.9656	19.4518	19.9292	20.6240	21.3185	
COMMUNICATION OPERATOR	15.9442	16.3532	16.7724	17.0531	17.4513	17.7016	18.3062
COMMUNICATION OPERATOR SR	16.2800	16.6976	17.1257	17.4794	17.8639	18.1141	18.7477
COOK A	17.4720	17.9200	18.3796	18.8301	19.2807		
COOK IN CHARGE (SR)	18.2227	18.6903	19.1696	19.6202	20.0706		
CT SCHEDULING ASSISTANT	16.3041	16.7220	17.1512	17.4699	17.9327	18.3955	
CUSTODIAN/WATCHMAN	16.8628	17.2953	17.7390	18.1729	18.6071		
CYTOGENETIC TECH I	29.2920	30.0626	30.8337	31.2418	32.3404	33.4164	
CYTOGENETIC TECH II	30.2607	31.0570	31.8533	32.4657	33.5412	34.7308	
CYTOGENETIC TECH III	31.2939	32.1176	32.9412	33.6654	34.9005	36.1129	37.3901
CYTOGENETIC TECH SR	33.0068	33.8753	34.7436	35.4680	36.5439	37.6426	38.9697
CYTOGENETIC TRAINEE	24.1517	25.1685					

**WAGE RATES EFFECTIVE OCTOBER 5, 2003  
STRUCTURE A/B1**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
------------------	--------------	---------------	----------------	----------------	----------------	----------------	----------------



CYTO-HISTO TECHNOL SUPV	36.0845	37.0339	37.9829	39.5765	40.8820	41.6480	
CYTOLOGY TECHNOL - CHIEF	34.9018	35.8203	36.7384	37.5045	38.6421	39.8038	
CYTOTECHNOLOGIST I	30.9738	31.7885	32.6041	33.0355	34.1972	35.3350	
CYTOTECHNOLOGIST II	31.9981	32.8402	33.6822	34.3297	35.4672	36.7249	
CYTOTECHNOLOGIST III	33.0907	33.9617	34.8325	35.5985	36.9043	38.1863	
DARK ROOM TECHNICIAN	16.4248	16.8460	17.2780	17.6110	18.2188	18.6528	
DEPARTMENT SECRETARY	17.5346	17.9842	18.4454	18.7883	19.2859	19.7841	
DIAG ULTRASONOGRAPHER I	29.6897	30.4708	31.2520	31.7452	32.4464	33.5632	
DIAG ULTRASONOGRAPHER II	31.7684	32.6042	33.4403	34.3924	36.0138	37.6358	39.2571
DIAG ULTRASONOGRAPHER III	33.3566	34.2343	35.1122	36.1120	37.8145	39.6274	41.2201
DIAG ULTRASONOGRAPHER SUPV	35.9243	36.8691	37.8146	39.5181	41.2203	43.0414	44.6254
DIAG ULTRASNGRPHER TRAINEE	26.0780						
DRIVER FOREMAN	24.8714	25.5094	26.1633	26.6650	27.1652	27.7135	
EEG TECHNOLOGIST I	19.6553	20.1594	20.6763	21.2351	22.2413	23.1355	
EEG TECHNOLOGIST II	20.8242	21.3583	21.9058	22.4644	23.5821	24.6996	
EKG TECHNICIAN	18.7735	19.2547	19.7480	20.3200	21.1431	21.7508	
EKG TECHNICIAN SR	19.5883	20.0901	20.6053	21.2271	22.2285	23.0026	
EMERGENCY DEPT TECH I	16.4727	16.8952	17.3283	17.7249	18.1215	18.4441	
EMERGENCY DEPT TECH II	19.4845	19.9840	20.4963	21.0043	21.5612	22.0689	
EMERGENCY RM ASST SF ONLY	16.2291	16.6561	17.0831	17.4741	17.8650	18.1834	
GARAGE ATTENDANT	15.6447	16.0461	16.4574	16.7328	17.1235	17.5143	
GARAGE/PARKING ATTENDANT	15.6447	16.0461	16.4574	16.7328	17.1235	17.5143	
GARDENER	17.3076	17.7514	18.2062	18.6484	19.0909		
GARDENER - SENIOR	18.6567	19.1350	19.6257	20.0719	20.5145		
HISTOLOGIC TECH I	24.3296	24.9697	25.6099	26.1330	26.5457	26.8942	
HISTOLOGIC TECH II	26.3267	27.0196	27.7123	28.4309	28.9091	29.2361	
HISTOLOGIC TECH TRAINEE	20.3631	20.8984	21.4344	21.7926	22.3016	22.8104	
HISTOLOGIC TECHNICIAN SUPV	29.1302	29.8969	30.6636	31.4262	32.0357	32.4933	
HOME HEALTH AIDE	16.4217	16.8429	17.2749	17.6654	18.0708	18.4326	
HOMEMAKER	8.7314						
HOUSEKEEPING AIDE	15.7503	16.1540	16.5680	17.0022	17.4362		
HOUSEKEEPING HEAD AIDE	16.1624	16.5766	17.0022	17.4362	17.8703		
LABORATORY ASSISTANT I	16.3905	16.8107	17.2422	17.5306	17.9396	18.3491	
LABORATORY ASSISTANT II	17.0811	17.5192	17.9685	18.3029	18.7873	19.2724	
LABORATORY ASSISTANT III	17.3696	17.8149	18.2716	18.6060	19.0906	19.5760	
LABORATORY ASSISTANT SR	17.7688	18.2245	18.6921	19.0858	19.6320	20.1771	

**WAGE RATES EFFECTIVE OCTOBER 5, 2003  
STRUCTURE A/B1**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
LICENSED VOC NURSE	21.3269	21.8883	22.4493	22.9946	23.5241	24.0530	24.5826
LICENSED VOC NURSE SR	22.2736	22.8599	23.4460	23.9921	24.5213	25.0500	25.5792
LIFT TECHNICIAN	16.1849	16.5996	17.0253	17.4162	17.8214	18.1832	

LINEN ROOM SUPERVISOR	16.1624	16.5766	17.0022	17.4362	17.8703	
LITHOTRIPSY TECHNICIAN	17.8636	18.3216	18.7913	19.2217	19.6516	20.0014
MEDICAL ASSISTANT	16.4727	16.8952	17.3283	17.7249	18.1215	18.4441
MEDICAL ASSISTANT SR	16.8917	17.3247	17.7691	18.1653	18.5613	18.8845
MEDICAL RECORD CODER I	20.3163	20.8506	21.3854	21.8360	22.4607	23.0847
MEDICAL RECORD CODER II	21.9304	22.5077	23.0847	23.5695	24.2434	24.9149
MEDICAL SECRETARY	20.8094	21.3568	21.9045	22.5580	23.2647	23.9703
MEDICAL SECRETARY SR	21.8494	22.4245	22.9997	23.6861	24.4282	25.1686
MEDICAL SECRETARY TRAINEE	16.7721	17.2020	17.6435	17.9714	18.4475	18.9236
MESSENGER DRIVER	15.8875	16.2949	16.7126	17.0022	17.2195	
MESSENGER DRIVER SR	16.8292	17.2609	17.7034	17.9926	18.2096	
MOLECULAR TECHNOLOGIST I	29.2920	30.0626	30.8337	31.2418	32.3404	33.4164
MOLECULAR TECHNOLOGIST II	30.2607	31.0570	31.8533	32.4657	33.5412	34.7308
MOLECULAR TECHNOLOGIST III	31.2939	32.1175	32.9412	33.6654	34.9005	36.1129
MOLECULAR TECHNOLOGIST SR	33.0068	33.8752	34.7436	35.4680	36.5439	37.6426
MOLECULAR TECHNOL TRAINEE	24.1517	25.1685				38.9697
MONITOR TECHNICIAN	17.2644	17.6977	18.1421	18.5130	18.9053	19.3634
MRI TECHNOLOGIST I	30.9065	31.5252	32.1554	32.7987	33.4353	
MRI TECHNOLOGIST II	33.0383	33.6990	34.3730	35.0602	35.7616	36.4770
MRI TECHNOLOGIST SUPVR	35.1694	35.8731	36.5905	37.3224	38.0687	38.8301
MRI TECHNOLOGIST TRAINEE	28.2112	28.7753	29.3505			
NUCLEAR MED TECH SUPV	32.9163	33.7822	34.6486	35.6549	36.7068	37.7133
NUCLEAR MEDICINE TECH I	29.7788	30.5626	31.3464	32.3528	33.4044	34.4107
NUCLEAR MEDICINE TECH II	31.6067	32.4384	33.2699	34.2764	35.3281	36.3352
NURSE ASSISTANT	16.3398	16.7585	17.1883	17.5829	17.9921	18.3571
NURSE ASSISTANT SR	16.5202	16.9438	17.3783	17.7727	18.1528	18.5466
NUTRITION AIDE	15.5708	15.9703	16.3801	16.9979	17.4101	
NUTRITION CLERK	15.7671	16.1715	16.5859	17.2040	17.6160	
NUTRITION CLERK - SENIOR	16.0943	16.4988	16.9133	17.5313	17.8847	
OB TECHNICIAN	17.2115	17.6526	18.1052	18.5537	19.0458	19.4940
OB TECHNICIAN SR	17.6240	18.0758	18.5395	18.9881	19.4799	19.9285

**WAGE RATES EFFECTIVE OCTOBER 5, 2003  
STRUCTURE A/B1**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
OCCUPNL THERP ASST I CERT	19.9517	20.4634	20.9879	21.4963	22.0527	22.5603	
OCCUPNL THERP ASST II CERT	21.1484	21.6912	22.2471	22.7860	23.3757	23.9139	
OPHTHALMIC PHOTOGRAPHER	21.4093	21.9584	22.5216	23.0511	24.8173	26.5842	
OPHTHALMIC TECH II CERT	23.9956	24.6110	25.2415	26.5701	27.8991	29.2276	30.5561
OPHTHALMIC TECHNICIAN	22.8525	23.4389	24.0400	25.3050	26.5705	27.8357	29.1011
OR EQUIPMENT TECH	19.4846	19.9840	20.4963	21.0043	21.5612	22.0689	
OR EQUIPMENT TECH SR	19.9517	20.4632	20.9879	21.4963	22.0527	22.5603	

ORTHOPEDIC TECH ASST SR	16.7571	17.1981	17.6390	18.0503	18.5006	18.9116	
ORTHOPEDIC TECHNICIAN	19.4846	19.9840	20.4963	21.0043	21.5612	22.0689	
ORTHOPEDIC TECHNICIAN SR	19.9517	20.4632	20.9879	21.4963	22.0527	22.5603	
PATHOLOGY TECH ASST	18.6728	19.1516	19.6425	20.1292	20.6629	21.1491	
PATHOLOGY TECH ASST SR	19.1203	19.6103	20.1135	20.6000	21.1340	21.6205	
PATIENT TRANSPT AIDE	15.3689	15.7628	16.1670	16.4130	16.7462	17.0787	
PHARMACY INTERN	18.3653	18.8362	19.3194	19.6787	20.2000	20.7217	
PHARMACY TECH INPATIENT	18.6326	19.1102	19.6005	19.9595	20.4807	21.0022	
PHARMACY TECH OUTPATIENT	17.9088	18.3680	18.8390	19.1843	19.6851	20.1863	
PHYSICAL THERAPY AIDE	15.7245	16.1277	16.5412	16.8163	17.2066	17.5973	
PHYSICAL THERAPY AIDE SR	16.3840	16.8042	17.2351	17.5532	18.0159	18.4793	
PHYSICAL THERAPY ASST I	21.6475	22.2026	22.7720	23.3235	23.9272	24.4779	
PHYSICAL THERAPY ASST II	22.9462	23.5349	24.1383	24.7227	25.3626	25.9465	
PHYSICAL THERAPY TECHNICIAN	17.2115	17.6526	18.1052	18.5537	19.0458	19.4940	
PSYCHIATRIC ATTENDANT	18.1887	18.6674	19.1458	19.6169	20.0881	20.5430	
PSYCHIATRIC TECHNICIAN	21.0251	21.5785	22.1316	22.6692	23.1913	23.7126	24.2348
PSYCHIATRIC TECHNICIAN SR	21.9585	22.5364	23.1142	23.6525	24.1742	24.6955	25.2172
RADIOGRPHC FILM PROC TECH	21.5868	22.0852	22.6516	23.2610	24.0925	24.9238	
RADIOLGC FILM PROCLEADTECH	23.6981	24.3059	24.9292	25.8775	26.4455	27.0680	
RADIOLOGIC TECH I	24.6647	25.3136	25.9627	26.3724	26.9550		
RADIOLOGIC TECH II	26.1403	26.8286	27.5164	28.1396	29.0161		
RADIOLOGIC TECH III	27.2789	27.9967	28.7145	29.5323	30.9246	32.3178	33.7100
RADIOLOGIC TECH LIMITED	23.5384	24.1576	24.7772	25.1683	25.7241		
RADIOLOGIC TECHNOL SUPV	29.3786	30.1515	30.9246	32.3178	33.7100	35.1019	36.4944
REG RESP THERAPY TECH I	26.3266	27.0193	27.7120	28.2506	28.9232	29.5947	
REG RESP THERAPY TECH II	27.7328	28.4622	29.1924	29.8645	30.9412	32.2865	33.6317
REGL LAB SUPPORT SPEC	17.0811	17.5192	17.9685	18.3029	18.7873	19.2724	

**WAGE RATES EFFECTIVE OCTOBER 5, 2003  
STRUCTURE A/B1**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
RESP CARE PRACTITIONER I	25.0730	25.7330	26.3927	26.9051	27.5461	28.1866	
RESP CARE PRACTITIONER II	26.4123	27.1072	27.8022	28.4423	29.4679	30.7488	32.0301
RESP CARE PRACT SUPV	29.1194	29.8853	30.6521	31.3578	32.4882	33.9009	35.3131
RESPIRATORY CARE PERMITTEE	22.5656						
RESPIRATORY SUPPLY AIDE	16.1849	16.5996	17.0253	17.4162	17.8214	18.1832	
RESPIRATORY SUPPLY AIDE SR	16.4630	16.8852	17.3184	17.6370	18.0997	18.5629	
SERVICE PARTNER	15.7503	16.1540	16.5680	17.0022	17.4362		
STERILE PROC TECH II CERT	17.5057	17.9541	18.4144	18.8376	19.2757	19.6670	
STERILE PROC TECH SR CERT	18.2057	18.6726	19.1509	19.5911	20.0467	20.4538	
STERILE PROCESSING TECH I	16.8324	17.2638	17.7062	18.1131	18.5343	18.9105	

STOCK ROOM ASST REG LAB SR	17.8250	18.2937	18.7628	19.0145	19.2662	19.7240
STOCK RM ASST REG. LAB ONLY	16.1945	16.6207	17.0467	17.2754	17.5046	17.9388
STOREKEEPER	15.9290	16.3374	16.7564	17.1896	17.6243	
STOREKEEPER – CHIEF	17.8484	18.3061	18.7753	19.2837	19.7263	
STOREKEEPER I	16.2295	16.6456	17.0726	17.5142	17.9566	
STOREKEEPER II	16.4901	16.9131	17.3466	17.7861	18.3919	
SURGICAL ASSISTANT CERT	21.9356	22.4981	23.0751	23.6727	24.3832	25.2055
SURGICAL ASST SR	21.8428	22.4178	22.9924	23.5756	24.2689	25.0708
SURGICAL ASST TRAINEE	20.7511					
SURGICAL ASST.	21.4007	21.9493	22.5120	23.0954	23.7886	24.5908
SURGICAL TECHNICIAN	19.9506	20.4620	20.9868	21.5068	22.0771	22.5968
SURGICAL TECHNICIAN SR	20.4288	20.9528	21.4899	22.0106	22.5802	23.1001
SURPLUS MATERLS ASST/OPER	20.4211	20.9447	21.4817	21.9832	22.4852	23.0335
TRUCK DRIVER	23.6002	24.2050	24.8256	25.3272	25.8292	26.3775
UNIT ASSISTANT	16.8029	17.2336	17.6757	18.0443	18.4346	18.8902
UNIT ASSISTANT SR	17.1510	17.6020	18.0537	18.3895	18.8763	19.3640
VISION SERVICES ASST I	16.4727	16.8952	17.3283	17.7249	18.1215	18.4441
VISION SERVICES ASST II	17.0516	17.4890	17.9373	18.3478	18.7582	19.0923
WAREHOUSE LEADPERSON	20.8977	21.4339	21.9835	22.8196	23.3204	23.8694
WAREHOUSE PERSON	20.4212	20.9447	21.4817	21.9832	22.4850	23.0335
YARDKEEPER	15.7641	16.1677	16.5824	17.0166	17.4505	



**WAGE RATES EFFECTIVE OCTOBER 3, 2004  
STRUCTURE A/B1**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
ALLRGY CENTRL LAB ASST SUPV	19.7941	20.3015	20.8220	21.2958	22.0137	22.6834	
ALLERGY TECHNICIAN	18.5431	19.0187	19.5061	19.8821	20.4202	20.9432	
ALLERGY TECHNICIAN SR	19.2952	19.7901	20.2974	20.7388	21.3423	21.9301	
ALLERGY TECHNICIAN TRAINEE	17.5916	18.0425	18.5051	18.8476	19.3211	19.7621	
ANESTHESIA SUPPLY AIDE	16.8323	17.2636	17.7063	18.1128	18.5343	18.9105	
ANESTHESIA SUPPLY AIDE SR	17.1215	17.5606	18.0111	18.3425	18.8237	19.3054	
ANESTHESIA TECH ASST SR	19.9050	20.4156	20.9386	21.4574	22.0266	22.5451	
ANESTHESIA TECH ASST	19.4197	19.9177	20.4282	20.9344	21.4894	21.9951	
ATHLETIC TRAINER CERT	22.0985	22.6652	23.2318	23.6964	24.1704	24.6539	
BONE DENSITOMETRY TECH	19.5244	20.0249	20.5379	21.1328	21.9888	22.6208	
CARDIOVAS ANESTHESIA TECH	23.9506	24.5648	25.1948	26.0640	27.3672	28.6699	
CARDIOVASCULAR TECH	24.3768	25.0021	25.6433	26.5931	28.0172	29.4422	
CARDIOVAS TECHNICIAN SR	26.1824	26.8538	27.5424	28.4922	29.9165	31.3412	
CARE PARTNER	16.9934	17.4288	17.8758	18.2862	18.7118	19.0914	
CENTRAL SUPPLY TECHNICIAN	16.8323	17.2636	17.7063	18.1128	18.5343	18.9105	
CLERICAL GRADE 1	15.6139	16.0145	16.4249	16.6809	17.0273	17.3729	
CLERICAL GRADE 2	16.2705	16.6879	17.1157	17.4021	17.8084	18.2149	
CLERICAL GRADE 3	16.6132	17.0394	17.4764	17.8372	18.2295	18.6733	
CLERICAL GRADE 4	16.9563	17.3909	17.8372	18.1687	18.6500	19.1313	
CLERICAL GRADE 5	17.6388	18.0912	18.5552	18.9462	19.4882	20.0293	
CLERICAL GRADE 6	18.4390	18.9118	19.3964	19.8478	20.4648	21.0818	
CLERICAL GRADE 7	19.2312	19.7242	20.2299	20.7264	21.4490	22.1712	
COMMUNICATION OPERATOR	16.5820	17.0073	17.4433	17.7352	18.1494	18.4097	19.0384
COMMUNICATION OPERATOR SR	16.9312	17.3655	17.8107	18.1786	18.5785	18.8387	19.4976
COOK A	18.1709	18.6368	19.1148	19.5833	20.0519		
COOK IN CHARGE (SR)	18.9516	19.4379	19.9364	20.4050	20.8734		
CT SCHEDULING ASSISTANT	16.9563	17.3909	17.8372	18.1687	18.6500	19.1313	
CUSTODIAN/WATCHMAN	17.5373	17.9871	18.4486	18.8998	19.3514		
CYTOGENETIC TECH I	30.4637	31.2651	32.0670	32.4915	33.6340	34.7531	
CYTOGENETIC TECH II	31.4711	32.2993	33.1274	33.7643	34.8828	36.1200	
CYTOGENETIC TECH III	32.5457	33.4023	34.2588	35.0120	36.2965	37.5574	38.8857
CYTOGENETIC TECH SR	34.3271	35.2303	36.1333	36.8867	38.0057	39.1483	40.5285
CYTOGENETIC TRAINEE	25.1178	26.1752					

**WAGE RATES EFFECTIVE OCTOBER 3, 2004  
STRUCTURE A/B1**



<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
CYTO-HISTO TECHNOL SUPV	37.5279	38.5153	39.5022	41.1596	42.5173	43.3139	
CYTOLOGY TECHNOL CHIEF	36.2979	37.2531	38.2079	39.0047	40.1878	41.3960	
CYTOTECHNOLOGIST I	32.2128	33.0600	33.9083	34.3569	35.5651	36.7484	
CYTOTECHNOLOGIST II	33.2780	34.1538	35.0295	35.7029	36.8859	38.1939	
CYTOTECHNOLOGIST III	34.4143	35.3202	36.2258	37.0224	38.3805	39.7138	
DARK ROOM TECHNICIAN	17.0818	17.5198	17.9691	18.3154	18.9476	19.3989	
DEPARTMENT SECRETARY	18.2360	18.7036	19.1832	19.5398	20.0573	20.5755	
DIAG ULTRASONOGRAPHER I	30.8773	31.6896	32.5021	33.0150	33.7443	34.9057	
DIAG ULTRASONOGRAPHER II	33.0391	33.9084	34.7779	35.7681	37.4544	39.1412	40.8274
DIAG ULTRASONOGRAPHER III	34.6909	35.6037	36.5167	37.5565	39.3271	41.2125	42.8689
DIAG ULTRASONRAPHER SUPV	37.3613	38.3439	39.3272	41.0988	42.8691	44.7631	46.4104
DIAG ULTRASONRPHR TRAINEE	27.1211						
DRIVER FOREMAN	25.8663	26.5298	27.2098	27.7316	28.2518	28.8220	
EEG TECHNOLOGIST I	20.4415	20.9658	21.5034	22.0845	23.1310	24.0609	
EEG TECHNOLOGIST II	21.6572	22.2126	22.7820	23.3630	24.5254	25.6876	
EKG TECHNICIAN	19.5244	20.0249	20.5379	21.1328	21.9888	22.6208	
EKG TECHNICIAN SR	20.3718	20.8937	21.4295	22.0762	23.1176	23.9227	
EMERGENCY DEPT TECH I	17.1316	17.5710	18.0214	18.4339	18.8464	19.1819	
EMERGENCY DEPT TECH II	20.2639	20.7834	21.3162	21.8445	22.4236	22.9517	
EMERGENCY RM ASST SF ONLY	16.8783	17.3223	17.7664	18.1731	18.5796	18.9107	
GARAGE ATTENDANT	16.2705	16.6879	17.1157	17.4021	17.8084	18.2149	
GARAGE/PARKING ATTENDANT	16.2705	16.6879	17.1157	17.4021	17.8084	18.2149	
GARDENER	17.9999	18.4615	18.9344	19.3943	19.8545		
GARDENER SR	19.4030	19.9004	20.4107	20.8748	21.3351		
HISTOLOGIC TECH I	25.3028	25.9685	26.6343	27.1783	27.6075	27.9700	
HISTOLOGIC TECH II	27.3798	28.1004	28.8208	29.5681	30.0655	30.4055	
HISTOLOGIC TECH TRAINEE	21.1776	21.7343	22.2918	22.6643	23.1937	23.7228	
HISTOLOGIC TECHNICIAN SUPV	30.2954	31.0928	31.8901	32.6832	33.3171	33.7930	
HOME HEALTH AIDE	17.0786	17.5166	17.9659	18.3720	18.7936	19.1699	
HOMEMAKER	9.0807						
HOUSEKEEPING AIDE	16.3803	16.8002	17.2307	17.6823	18.1336		
HOUSEKEEPING HEAD AIDE	16.8089	17.2397	17.6823	18.1336	18.5851		
LABORATORY ASSISTANT I	17.0461	17.4831	17.9319	18.2318	18.6572	19.0831	
LABORATORY ASSISTANT II	17.7643	18.2200	18.6872	19.0350	19.5388	20.0433	
LABORATORY ASSISTANT III	18.0644	18.5275	19.0025	19.3502	19.8542	20.3590	
LABORATORY ASSISTANT SR	18.4796	18.9535	19.4398	19.8492	20.4173	20.9842	

**WAGE RATES EFFECTIVE OCTOBER 3, 2004  
STRUCTURE A/B1**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
LICENSED VOC NURSE	22.1800	22.7638	23.3473	23.9144	24.4651	25.0151	25.5659

LICENSED VOC NURSE SR	23.1645	23.7743	24.3838	24.9518	25.5022	26.0520	26.6024
LIFT TECHNICIAN	16.8323	17.2636	17.7063	18.1128	18.5343	18.9105	
LINEN ROOM SUPERVISOR	16.8089	17.2397	17.6823	18.1336	18.5851		
LITHOTRIPSY TECHNICIAN	18.5781	19.0545	19.5430	19.9906	20.4377	20.8015	
MEDICAL ASSISTANT	17.1316	17.5710	18.0214	18.4339	18.8464	19.1819	
MEDICAL ASSISTANT SR	17.5674	18.0177	18.4799	18.8919	19.3038	19.6399	
MEDICAL RECORD CODER I	21.1290	21.6846	22.2408	22.7094	23.3591	24.0081	
MEDICAL RECORD CODER II	22.8076	23.4080	24.0081	24.5123	25.2131	25.9115	
MEDICAL SECRETARY	21.6418	22.2111	22.7807	23.4603	24.1953	24.9291	
MEDICAL SECRETARY SR	22.7234	23.3215	23.9197	24.6335	25.4053	26.1753	
MEDICAL SECRETARY TRAINEE	17.4430	17.8901	18.3492	18.6903	19.1854	19.6805	
MESSENGER DRIVER	16.5230	16.9467	17.3811	17.6823	17.9083		
MESSENGER DRIVER SR	17.5024	17.9513	18.4115	18.7123	18.9380		
MOLECULAR TECHNOLOGIST I	30.4637	31.2651	32.0670	32.4915	33.6340	34.7531	
MOLECULAR TECHNOLOGIST II	31.4711	32.2993	33.1274	33.7643	34.8828	36.1200	
MOLECULAR TECHNOLOGIST III	32.5457	33.4022	34.2588	35.0120	36.2965	37.5574	
MOLECULAR TECHNOLOGIST SR	34.3271	35.2302	36.1333	36.8867	38.0057	39.1483	40.5285
MOLECULAR TECHNOL TRAINEE	25.1178	26.1752					
MONITOR TECHNICIAN	17.9550	18.4056	18.8678	19.2535	19.6615	20.1379	
MRI TECHNOLOGIST I	32.1428	32.7862	33.4416	34.1106	34.7727		
MRI TECHNOLOGIST II	34.3598	35.0470	35.7479	36.4626	37.1921	37.9361	
MRI TECHNOLOGIST SUPVR	36.5762	37.3080	38.0541	38.8153	39.5914	40.3833	
MRI TECHNOLOGIST TRAINEE	29.3396	29.9263	30.5245				
NUCLEAR MED TECH SUPV	34.2330	35.1335	36.0345	37.0811	38.1751	39.2218	
NUCLEAR MEDICINE TECH I	30.9700	31.7851	32.6003	33.6469	34.7406	35.7871	
NUCLEAR MEDICINE TECH II	32.8710	33.7359	34.6007	35.6475	36.7412	37.7886	
NURSE ASSISTANT	16.9934	17.4288	17.8758	18.2862	18.7118	19.0914	
NURSE ASSISTANT SR	17.1810	17.6216	18.0734	18.4836	18.8789	19.2885	
NUTRITION AIDE	16.1936	16.6091	17.0353	17.6778	18.1065		
NUTRITION CLERK	16.3978	16.8184	17.2493	17.8922	18.3206		
NUTRITION CLERK - SENIOR	16.7381	17.1588	17.5898	18.2326	18.6001		
OB TECHNICIAN	17.9000	18.3587	18.8294	19.2958	19.8076	20.2738	
OB TECHNICIAN SR	18.3290	18.7988	19.2811	19.7476	20.2591	20.7256	

**WAGE RATES EFFECTIVE OCTOBER 3, 2004  
STRUCTURE A/B1**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
OCCUPNL THERP CERT ASST I	20.7498	21.2819	21.8274	22.3562	22.9348	23.4627	
OCCUPNL THERP CERT ASST II	21.9943	22.5588	23.1370	23.6974	24.3107	24.8705	
OPHTHALMIC TECH II CERT	24.9554	25.5954	26.2512	27.6329	29.0151	30.3967	31.7783

OPHTHALMIC TECHNICIAN	23.7666	24.3765	25.0016	26.3172	27.6333	28.9491	30.2651
OR EQUIPMENT TECH	20.2640	20.7834	21.3162	21.8445	22.4236	22.9517	
OR EQUIPMENT TECH SR	20.7498	21.2817	21.8274	22.3562	22.9348	23.4627	
ORTHOPEDIC TECH ASST SR	17.4274	17.8860	18.3446	18.7723	19.2406	19.6681	
ORTHOPEDIC TECHNICIAN	20.2640	20.7834	21.3162	21.8445	22.4236	22.9517	
ORTHOPEDIC TECHNICIAN SR	20.7498	21.2817	21.8274	22.3562	22.9348	23.4627	
PATHOLOGY TECH ASST	19.4197	19.9177	20.4282	20.9344	21.4894	21.9951	
PATHOLOGY TECH ASST SR	19.8851	20.3947	20.9180	21.4240	21.9794	22.4853	
PATIENT TRANSPORTATION AIDE	15.9837	16.3933	16.8137	17.0695	17.4160	17.7618	
PHARMACY INTERN	19.0999	19.5896	20.0922	20.4658	21.0080	21.5506	
PHARMACY TECH OUTPATIENT	18.6252	19.1027	19.5926	19.9517	20.4725	20.9938	
PHARMACY TECH INPATIENT	19.3779	19.8746	20.3845	20.7579	21.2999	21.8423	
PHYSICAL THERAPY AIDE	16.3535	16.7728	17.2028	17.4890	17.8949	18.3012	
PHYSICAL THERAPY AIDE SR	17.0394	17.4764	17.9245	18.2553	18.7365	19.2185	
PHYSICAL THERAPY ASST I	22.5134	23.0907	23.6829	24.2564	24.8843	25.4570	
PHYSICAL THERAPY ASST II	23.8640	24.4763	25.1038	25.7116	26.3771	26.9844	
PHYSICAL THERAPY TECHNICIAN	17.9000	18.3587	18.8294	19.2958	19.8076	20.2738	
PSYCHIATRIC ATTENDANT	18.9162	19.4141	19.9116	20.4016	20.8916	21.3647	
PSYCHIATRIC TECHNICIAN	21.8661	22.4416	23.0169	23.5760	24.1190	24.6611	25.2042
PSYCHIATRIC TECHNICIAN SR	22.8368	23.4379	24.0388	24.5986	25.1412	25.6833	26.2259
RADIOGRAPHIC FILM PROC TECH	22.4503	22.9686	23.5577	24.1914	25.0562	25.9208	
RADIOLOGIC FILM PROCLEADTECH	24.6460	25.2781	25.9264	26.9126	27.5033	28.1507	
RADIOLOGIC TECH I	25.6513	26.3261	27.0012	27.4273	28.0332		
RADIOLOGIC TECH II	27.1859	27.9017	28.6171	29.2652	30.1767		
RADIOLOGIC TECH III	28.3701	29.1166	29.8631	30.7136	32.1616	33.6105	35.0584
RADIOLOGIC TECH LIMITED	24.4799	25.1239	25.7683	26.1750	26.7531		
RADIOLOGIC TECHNOL SUPV	30.5537	31.3576	32.1616	33.6105	35.0584	36.5060	37.9542
REG RESPIRATORY THER TECH I	27.3797	28.1001	28.8205	29.3806	30.0801	30.7785	
REG RESPIRATORY THER TECH II	28.8421	29.6007	30.3601	31.0591	32.1788	33.5780	34.9770
REGL LAB SUPPORT SPEC	17.7643	18.2200	18.6872	19.0350	19.5388	20.0433	
RESP CARE PRACTITIONER I	26.0759	26.7623	27.4484	27.9813	28.6479	29.3141	
RESP CARE PRACTITIONER II	27.4688	28.1915	28.9143	29.5800	30.6466	31.9788	33.3113
RESP CARE PRACT SUPV	30.2842	31.0807	31.8782	32.6121	33.7877	35.2569	36.7256

## WAGE RATES EFFECTIVE OCTOBER 3, 2004

## STRUCTURE A/B1

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
RESPIRATORY CARE PERMITTEE	23.4682						
RESPIRATORY SUPPLY AIDE	16.8323	17.2636	17.7063	18.1128	18.5343	18.9105	
RESPIRATORY SUPPLY AIDE SR	17.1215	17.5606	18.0111	18.3425	18.8237	19.3054	
SERVICE PARTNER	16.3803	16.8002	17.2307	17.6823	18.1336		

STERILE PROC CERT TECH II	18.2059	18.6723	19.1510	19.5911	20.0467	20.4537
STERILE PROC CERT TECH SR	18.9339	19.4195	19.9169	20.3747	20.8486	21.2720
STERILE PROCESSING TECH I	17.5057	17.9544	18.4144	18.8376	19.2757	19.6669
STOCK ROOM ASST REG LAB SR	18.5380	19.0254	19.5133	19.7751	20.0368	20.5130
STOCK RM ASST REG. LAB ONLY	16.8423	17.2855	17.7286	17.9664	18.2048	18.6564
STOREKEEPER	16.5662	16.9909	17.4267	17.8772	18.3293	
STOREKEEPER CHIEF	18.5623	19.0383	19.5263	20.0550	20.5154	
STOREKEEPER I	16.8787	17.3114	17.7555	18.2148	18.6749	
STOREKEEPER II	17.1497	17.5896	18.0405	18.4975	19.1276	
SURGICAL ASSISTANT CERT	22.8130	23.3980	23.9981	24.6196	25.3585	26.2137
SURGICAL ASST SR	22.7165	23.3145	23.9121	24.5186	25.2397	26.0736
SURGICAL ASST TRAINEE	21.5811					
SURGICAL ASST	22.2567	22.8273	23.4125	24.0192	24.7401	25.5744
SURGICAL TECHNICIAN	20.7486	21.2805	21.8263	22.3671	22.9602	23.5007
SURGICAL TECHNICIAN SR	21.2460	21.7909	22.3495	22.8910	23.4834	24.0241
SURPLUS MATERLS ASST/OPER	21.2379	21.7825	22.3410	22.8625	23.3846	23.9548
TRUCK DRIVER	24.5442	25.1732	25.8186	26.3403	26.8624	27.4326
UNIT ASSISTANT	17.4750	17.9229	18.3827	18.7661	19.1720	19.6458
UNIT ASSISTANT SR	17.8370	18.3061	18.7758	19.1251	19.6314	20.1386
VISION SERVICES ASST I	17.1316	17.5710	18.0214	18.4339	18.8464	19.1819
VISION SERVICES ASST II	17.7337	18.1886	18.6548	19.0817	19.5085	19.8560
WAREHOUSE LEADPERSON	21.7336	22.2913	22.8628	23.7324	24.2532	24.8242
WAREHOUSE PERSON	21.2380	21.7825	22.3410	22.8625	23.3844	23.9548
YARDKEEPER	16.3947	16.8144	17.2457	17.6973	18.1485	



**WAGE RATES EFFECTIVE OCTOBER 8, 2000  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
ALLRGY ASST SUPV CENTRL LAB	14.3821	14.7508	15.1291	15.4731	15.9950	16.4815	
ALLERGY TECHNICIAN	13.4732	13.8185	14.1730	14.4460	14.8368	15.2168	
ALLERGY TECHNICIAN SR	14.0197	14.3790	14.7479	15.0683	15.5069	15.9340	
ALLERGY TECHNICIAN TRAINEE	12.7815	13.1094	13.4456	13.6945	14.0368	14.3589	
ANESTHESIA SUPPLY AIDE	12.2302	12.5437	12.8653	13.1605	13.4667	13.7404	
ANESTHESIA SUPPLY AIDE SR	12.4403	12.7592	13.0864	13.3274	13.6770	14.0269	
ANESTHESIA TECH ASST SR	14.4627	14.8336	15.2135	15.5907	16.0042	16.3809	
ANESTHESIA TECH ASST	14.1100	14.4719	14.8426	15.2104	15.6139	15.9813	
BONE DENSITOMETRY TECH	14.1860	14.5497	14.9227	15.3548	15.9766	16.4359	
CARDIOVASCULAR TECH	17.7119	18.1659	18.6317	19.3224	20.3568	21.3923	
CARDIOVASCULAR TECH SR	19.0237	19.5116	20.0120	20.7019	21.7369	22.7719	
CARE PARTNER	12.3472	12.6637	12.9884	13.2865	13.5956	13.8717	
CENTRAL SUPPLY TECHNICIAN	12.2302	12.5437	12.8653	13.1605	13.4667	13.7404	
CLERICAL GRADE 1	11.3449	11.6358	11.9339	12.1199	12.3719	12.6230	
CLERICAL GRADE 2	11.8219	12.1251	12.4358	12.6442	12.9394	13.2347	
CLERICAL GRADE 3	12.0710	12.3805	12.6978	12.9599	13.2454	13.5680	
CLERICAL GRADE 4	12.3203	12.6359	12.9599	13.2012	13.5508	13.9006	
CLERICAL GRADE 5	12.8163	13.1448	13.4819	13.7660	14.1598	14.5531	
CLERICAL GRADE 6	13.3972	13.7410	14.0934	14.4211	14.8694	15.3175	
CLERICAL GRADE 7	13.9732	14.3312	14.6987	15.0596	15.5846	16.1092	
COMMUNICATION OPERATOR	12.0481	12.3572	12.6738	12.8862	13.1870	13.3760	13.8330
COMMUNICATION OPERATOR SR	12.3020	12.6175	12.9408	13.2079	13.4989	13.6879	14.1666
COOK A	13.2027	13.5412	13.8886	14.2288	14.5697		
COOK IN CHARGE (SR)	13.7701	14.1231	14.4852	14.8261	15.1664		
CT SCHEDULING ASSISTANT	12.3203	12.6359	12.9599	13.2012	13.5508	13.9006	
CUSTODIAN/WATCHMAN	12.7427	13.0693	13.4044	13.7320	14.0606		
CYTO-HISTO TECHNOL SUPV	27.2669	27.9845	28.7018	29.9058	30.8922	31.4713	
CYTOLOGY TECHNOLOGIST CHIEF	26.3735	27.0676	27.7610	28.3400	29.1996	30.0774	
CYTOTECHNOLOGIST I	23.4050	24.0210	24.6373	24.9632	25.8410	26.7008	
CYTOTECHNOLOGIST II	24.1794	24.8156	25.4518	25.9411	26.8007	27.7509	
CYTOTECHNOLOGIST III	25.0050	25.6631	26.3210	26.9000	27.8867	28.8554	
DARK ROOM TECHNICIAN	12.4114	12.7297	13.0561	13.3077	13.7667	14.0950	
DEPARTMENT SECRETARY	13.2499	13.5896	13.9383	14.1975	14.5733	14.9498	

**WAGE RATES EFFECTIVE OCTOBER 8, 2000  
STRUCTURE B2**



<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
DIAG ULTRASONOGRAPHER I	22.4350	23.0253	23.6157	23.9881	24.5182	25.3618	
DIAG ULTRASONOGRAPHER II	24.0056	24.6373	25.2690	25.9883	27.2137	28.5185	29.6644
DIAG ULTRASONOGRAPHER III	25.2060	25.8691	26.5324	27.2879	28.5745	29.9444	31.1479
DIAG ULTRASONOGRAPHER SUPV	27.1462	27.8599	28.5745	29.8617	31.1480	32.5242	33.7208
DIAG ULTRASONOGRAPHER TRAINEE	19.7060						
EEG TECHNOLOGIST I	14.8525	15.2335	15.6243	16.0463	16.8064	17.4821	
EEG TECHNOLOGIST II	15.7358	16.1392	16.5533	16.9753	17.8199	18.6643	
EKG TECHNICIAN	14.1860	14.5497	14.9227	15.3548	15.9766	16.4359	
EKG TECHNICIAN SR	14.8015	15.1810	15.5704	16.0403	16.7970	17.3818	
EMERGENCY DEPT TECH I	12.4476	12.7669	13.0939	13.3939	13.6935	13.9376	
EMERGENCY DEPT TECH II	14.7235	15.1010	15.4882	15.8718	16.2927	16.6760	
GARDENER	13.0782	13.4137	13.7574	14.0917	14.4260		
GARDENER - SENIOR	14.0978	14.4595	14.8300	15.1673	15.5015		
HISTOLOGIC TECH I	18.3845	18.8682	19.3522	19.7471	20.0591	20.3226	
HISTOLOGIC TECH II	19.8936	20.4173	20.9405	21.4837	21.8453	22.0923	
HISTOLOGIC TECH TRAINEE	15.3871	15.7916	16.1968	16.4677	16.8522	17.2367	
HISTOLOGIC TECHNICIAN SUPV	22.0119	22.5916	23.1707	23.7470	24.2077	24.5532	
HOME HEALTH AIDE	12.4092	12.7271	13.0537	13.3491	13.6551	13.9281	
HOMEMAKER	7.7622						
HOUSEKEEPING AIDE	11.9016	12.2066	12.5196	12.8478	13.1757		
HOUSEKEEPING HEAD AIDE	12.2132	12.5263	12.8478	13.1757	13.5036		
INVASIVE CARDIO SPECIALIST	24.3578	25.0886	25.8412	26.4871	27.1495	27.8279	
LABORATORY ASSISTANT I	12.3854	12.7029	13.0289	13.2470	13.5561	13.8655	
LABORATORY ASSISTANT II	12.9072	13.2384	13.5781	13.7941	14.1966	14.5634	
LABORATORY ASSISTANT III	13.1254	13.4621	13.8071	14.0596	14.4258	14.7925	
LABORATORY ASSISTANT SR	13.4269	13.7713	14.1244	14.4222	14.8350	15.2468	
LICENSED VOCNURSE	16.1156	16.5398	16.9638	17.3758	17.7760	18.1756	18.5758
LICENSED VOC NURSE SR	16.8312	17.2739	17.7169	18.1296	18.5293	18.9288	19.3287
LIFT TECHNICIAN	12.2302	12.5437	12.8653	13.1605	13.4667	13.7404	
LINEN ROOM SUPERVISOR	12.2132	12.5263	12.8478	13.1757	13.5036		
MEDICAL ASSISTANT	12.4476	12.7669	13.0939	13.3939	13.6935	13.9376	
MEDICAL ASSISTANT SR	12.7641	13.0913	13.4270	13.7263	14.0259	14.2701	
MEDICAL LEGL SPEC SACR ONLY	15.0567	15.4441	15.8320	16.2943	16.7947	17.2939	

**WAGE RATES EFFECTIVE OCTOBER 8, 2000  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
MEDICAL RECORD CODER I	15.3522	15.7558	16.1599	16.5004	16.9722	17.4440	
MEDICAL RECORD CODER II	16.5717	17.0079	17.4440	17.8102	18.3194	18.8268	

MEDICAL SECRETARY	15.7243	16.1384	16.5521	17.0458	17.5799	18.1130	
MEDICAL SECRETARY SR	16.5103	16.9451	17.3797	17.8983	18.4589	19.0186	
MEDICAL SECRETARY TRAINEE	12.6740	12.9987	13.3319	13.5802	13.9398	14.2997	
MESSENGER DRIVER	12.0052	12.3133	12.6289	12.8478	13.0119		
MESSENGER DRIVER SR	12.7169	13.0430	13.3778	13.5964	13.7600		
MONITOR TECHNICIAN	13.0939	13.4225	13.7583	14.0383	14.3351	14.6812	
MRI TECHNOLOGIST I	23.3546	23.8217	24.2982	24.7839	25.2653		
MRI TECHNOLOGIST II	24.9652	25.4646	25.9738	26.4932	27.0232	27.5636	
MRI TECHNOLOGIST SUPV	26.5759	27.1072	27.6495	28.2026	28.7665	29.3419	
MRI TECHNOLOGIST TRAINEE	21.3175	21.7440	22.1787				
NUCLEAR MED TECH SUPV	24.8731	25.5276	26.1822	26.9425	27.7373	28.4981	
NUCLEAR MEDICINE TECH I	22.5025	23.0945	23.6869	24.4474	25.2419	26.0021	
NUCLEAR MEDICINE TECH II	23.8834	24.5121	25.1404	25.9010	26.6958	27.4564	
NURSE ASSISTANT	12.3472	12.6637	12.9884	13.2865	13.5956	13.8719	
NURSE ASSISTANT SR	12.4834	12.8036	13.1320	13.4295	13.7171	14.0148	
NUTRITION AIDE	11.7664	12.0679	12.3772	12.8445	13.1556		
NUTRITION CLERK	11.9144	12.2198	12.5332	13.0004	13.3116		
NUTRITION CLERK - SENIOR	12.2054	12.5108	12.8243	13.2916	13.6027		
OB TECHNICIAN	13.0057	13.3391	13.6810	14.0201	14.3918	14.7307	
OB TECHNICIAN SR	13.3173	13.6588	14.0093	14.3484	14.7199	15.0589	
OCCUPNL THERP ASST I CERT	15.0762	15.4628	15.8592	16.2433	16.6640	17.0477	
OCCUPNL THERP ASST II CERT	15.9809	16.3904	16.8110	17.2180	17.6637	18.0706	
OPHTHALMIC PHOTOGRAPHER	16.1779	16.5927	17.0182	17.4186	18.7533	20.0883	
OPHTHALMIC TECH II CERT	18.1324	18.5971	19.0739	20.0777	21.0819	22.0858	23.0894
OPHTHALMIC TECHNICIAN	17.2688	17.7117	18.1655	19.1216	20.0780	21.0341	21.9900
ORTHOPEDIC TECHNICIAN	14.7235	15.1010	15.4882	15.8718	16.2927	16.6760	
ORTHOPEDIC TECHNICIAN SR	15.0762	15.4628	15.8592	16.2433	16.6640	17.0477	
PACEMAKER TECHNICIAN	15.2647	15.6285	16.0016	16.4335	17.0553	17.5146	
PACEMAKER TECHNICIAN SR	15.8803	16.2598	16.6491	17.1192	17.8757	18.4606	
PATHOLOGY TECH ASST	14.1100	14.4718	14.8427	15.2104	15.6139	15.9812	
PATHOLOGY TECH ASST SR	14.4482	14.8186	15.1988	15.5665	15.9696	16.3374	
PATIENT TRANSPORTATION AIDE	11.6135	11.9109	12.2165	12.4024	12.6541	12.9056	

**WAGE RATES EFFECTIVE OCTOBER 8, 2000  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
PHARMACY INTERN	13.8777	14.2336	14.5988	14.8700	15.2643	15.6582	
PHARMACY TECH OUTPATIENT	13.5328	13.8798	14.2355	14.4964	14.8751	15.2538	
PHARMACY TECH INPATIENT	14.0796	14.4407	14.8109	15.0823	15.4763	15.8703	
PHYSICAL THERAPY AIDE	11.8823	12.1871	12.4996	12.7072	13.0024	13.2976	

PHYSICAL THERAPY AIDE SR	12.3801	12.6978	13.0235	13.2640	13.6138	13.9638	
PHYSICAL THERAPY ASST I	16.3577	16.7772	17.2073	17.6240	18.0803	18.4967	
PHYSICAL THERAPY ASST II	17.3394	17.7837	18.2400	18.6816	19.1652	19.6066	
PHYSICAL THERAPY TECH SR	13.3173	13.6588	14.0093	14.3484	14.7199	15.0589	
PHYSICAL THERAPY TECHNICIAN	13.0057	13.3391	13.6810	14.0201	14.3918	14.7307	
PROJECTOR OPERATOR	14.8963	15.2815	15.6679				
PROJECTOR OPERATOR	12.0366	12.3455	12.6616	12.9899	13.3176		
PSYCHIATRIC ATTENDANT	13.7442	14.1060	14.4675	14.8235	15.1796	15.5234	
PSYCHIATRIC TECHNICIAN	15.8876	16.3058	16.7238	17.1300	17.5244	17.9184	18.3129
PSYCHIATRIC TECHNICIAN SR	16.5930	17.0294	17.4662	17.8731	18.2671	18.6610	19.0552
RADIOLOGIC TECH I	18.6379	19.1279	19.6186	19.9283	20.3682		
RADIOLOGIC TECH II	19.7530	20.2727	20.7926	21.2636	21.9260		
RADIOLOGIC TECH III	20.6129	21.1556	21.6981	22.3160	23.3682	24.4209	25.4727
RADIOLOGIC TECH LIMITED	17.7868	18.2545	18.7227	19.0184	19.4381		
RADIOLOGIC TECH SUPV	22.1998	22.7837	23.3682	24.4209	25.4727	26.5246	27.5770
REG RESP THERAPY TECH I	19.8940	20.4175	20.9406	21.3472	21.8555	22.3638	
REG RESP THERAPY TECH II	20.9561	21.5077	22.0590	22.5673	23.3808	24.3971	25.4135
RESP CARE PRACTITIONER I	18.9467	19.4451	19.9437	20.3308	20.8149	21.2991	0.0000
RESP CARE PRACTITIONER II	19.9581	20.4834	21.0086	21.4928	22.2675	23.2352	24.2033
RESP CARE PRACTR SUPV	22.0040	22.5828	23.1619	23.6957	24.5496	25.6168	26.6843
RESPIRATORY CARE PERMITTEE	17.0520						
RESPIRATORY SUPPLY AIDE	12.2302	12.5437	12.8653	13.1605	13.4667	13.7404	
RESPIRATORY SUPPLY AIDE SR	12.4403	12.7592	13.0864	13.3274	13.6770	14.0269	
SERVICE PARTNER	11.9016	12.2066	12.5196	12.8476	13.1757		
STERILE PROC TECH II – CERT	13.2280	13.5671	13.9151	14.2348	14.5656	14.8613	
STERILE PROC TECH SR – CERT	13.7573	14.1099	14.4719	14.8041	15.1482	15.4558	
STERILE PROCESSING TECH I	12.7193	13.0453	13.3800	13.6870	14.0055	14.2896	
STOREKEEPER	12.0366	12.3455	12.6616	12.9899	13.3176		
STOREKEEPER – CHIEF	13.4871	13.8327	14.1874	14.5721	14.9060		
STOREKEEPER I	12.2637	12.5780	12.9007	13.2347	13.5691		
STOREKEEPER II	12.4610	12.7805	13.1081	13.4400	13.8976		
SURGICAL ASSISTANT CERT	16.5756	17.0008	17.4368	17.8882	18.4252	19.0465	
SURGICAL ASST TRAINEE	15.6807						
SURGICAL ASST.	16.1715	16.5861	17.0113	17.4519	17.9761	18.5821	

**WAGE RATES EFFECTIVE OCTOBER 8, 2000  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
SURGICAL TECHNICIAN	15.0758	15.4622	15.8587	16.2515	16.6825	17.0750	
SURGICAL TECHNICIAN SR	15.4369	15.8327	16.2386	16.6319	17.0626	17.4556	
UNIT ASSISTANT	12.6971	13.0227	13.3565	13.6353	13.9303	14.2743	
UNIT ASSISTANT SR	12.9602	13.3011	13.6424	13.8960	14.2640	14.6325	
VISION SERVICES ASST I	12.4476	12.7669	13.0939	13.3939	13.6935	13.9376	
VISION SERVICES ASST II	12.8850	13.2153	13.5541	13.8646	14.1746	14.4271	

YARDKEEPER

11.9117 12.2173 12.5306 12.8587 13.1864



**WAGE RATES EFFECTIVE DECEMBER 31, 2000  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
ALLERY ASST SUPV CENTRL LAB	14.5259	14.8983	15.2804	15.6278	16.1550	16.6463	
ALLERGY TECHNICIAN	13.6079	13.9567	14.3147	14.5905	14.9852	15.3690	
ALLERGY TECHNICIAN SR	14.1599	14.5228	14.8954	15.2190	15.6620	16.0933	
ALLERGY TECHNICIAN TRAINEE	12.9093	13.2405	13.5801	13.8314	14.1772	14.5025	
ANESTHESIA SUPPLY AIDE	12.3525	12.6691	12.9940	13.2921	13.6014	13.8778	
ANESTHESIA SUPPLY AIDE SR	12.5647	12.8868	13.2173	13.4607	13.8138	14.1672	
ANESTHESIA TECH ASST SR	14.6073	14.9819	15.3656	15.7466	16.1642	16.5447	
ANESTHESIA TECH ASST	14.2511	14.6166	14.9910	15.3625	15.7700	16.1411	
BONE DENSITOMETRY TECH	14.3279	14.6952	15.0719	15.5083	16.1364	16.6003	
CARDIOVASCULAR TECH	17.8890	18.3476	18.8180	19.5156	20.5604	21.6062	
CARDIOVASCULAR TECH SR	19.2139	19.7067	20.2121	20.9089	21.9543	22.9996	
CARE PARTNER	12.4707	12.7903	13.1183	13.4194	13.7316	14.0104	
CENTRAL SUPPLY TECHNICIAN	12.3525	12.6691	12.9940	13.2921	13.6014	13.8778	
CLERICAL GRADE 1	11.4583	11.7522	12.0532	12.2411	12.4956	12.7492	
CLERICAL GRADE 2	11.9401	12.2464	12.5602	12.7706	13.0688	13.3670	
CLERICAL GRADE 3	12.1917	12.5043	12.8248	13.0895	13.3779	13.7037	
CLERICAL GRADE 4	12.4435	12.7623	13.0895	13.3332	13.6863	14.0396	
CLERICAL GRADE 5	12.9445	13.2762	13.6167	13.9037	14.3014	14.6986	
CLERICAL GRADE 6	13.5312	13.8784	14.2343	14.5653	15.0181	15.4707	
CLERICAL GRADE 7	14.1129	14.4745	14.8457	15.2102	15.7404	16.2703	
COMMUNICATION OPERATOR	12.1686	12.4808	12.8005	13.0151	13.3189	13.5098	13.9713
COMMUNICATION OPERATOR SR	12.4250	12.7437	13.0702	13.3400	13.6339	13.8248	14.3083
COOK A	13.3347	13.6766	14.0275	14.3711	14.7154		
COOK IN CHARGE (SR)	13.9078	14.2643	14.6301	14.9744	15.3181		
CT SCHEDULING ASSISTANT	12.4435	12.7623	13.0895	13.3332	13.6863	14.0396	
CUSTODIAN/WATCHMAN	12.8701	13.2000	13.5384	13.8693	14.2012		
CYTO-HISTO TECHNOL SUPV	27.5396	28.2643	28.9888	30.2049	31.2011	31.7860	
CYTOLOGY TECHNOL CHIEF	26.6372	27.3383	28.0386	28.6234	29.4916	30.3782	
CYTOTECHNOLOGIST I	23.6391	24.2612	24.8837	25.2128	26.0994	26.9678	
CYTOTECHNOLOGIST II	24.4212	25.0638	25.7063	26.2005	27.0687	28.0284	
CYTOTECHNOLOGIST III	25.2551	25.9197	26.5842	27.1690	28.1656	29.1440	
DARK ROOM TECHNICIAN	12.5355	12.8570	13.1867	13.4408	13.9044	14.2360	
DEPARTMENT SECRETARY	13.3824	13.7255	14.0777	14.3395	14.7190	15.0993	

**WAGE RATES EFFECTIVE DECEMBER 31, 2000  
STRUCTURE B2**



<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
DIAG ULTRASONOGRAPHER I	22.6594	23.2556	23.8519	24.2280	24.7634	25.6154	
DIAG ULTRASONOGRAPHER II	24.2457	24.8837	25.5217	26.2482	27.4858	28.8037	29.9610
DIAG ULTRASONOGRAPHER III	25.4581	26.1278	26.7977	27.5608	28.8602	30.2438	31.4594
DIAG ULTRASONOGRAPHER SUPV	27.4177	28.1385	28.8602	30.1603	31.4595	32.8494	34.0580
DIAG ULTRASNGRPHR TRAINEE	19.9031						
EEG TECHNOLOGIST I	15.0010	15.3858	15.7805	16.2068	16.9745	17.6569	
EEG TECHNOLOGIST II	15.8932	16.3006	16.7188	17.1451	17.9981	18.8509	
EKG TECHNICIAN	14.3279	14.6952	15.0719	15.5083	16.1364	16.6003	
EKG TECHNICIAN SR	14.9495	15.3328	15.7261	16.2007	16.9650	17.5556	
EMERGENCY DEPT TECH I	12.5721	12.8946	13.2248	13.5278	13.8304	14.0770	
EMERGENCY DEPT TECH II	14.8707	15.2520	15.6431	16.0305	16.4556	16.8428	
GARDENER	13.2090	13.5478	13.8950	14.2326	14.5703		
GARDENER – SENIOR	14.2388	14.6041	14.9783	15.3190	15.6565		
HISTOLOGIC TECH I	18.5683	19.0569	19.5457	19.9446	20.2597	20.5258	
HISTOLOGIC TECH II	20.0925	20.6215	21.1499	21.6985	22.0638	22.3132	
HISTOLOGIC TECH TRAINEE	15.5410	15.9495	16.3588	16.6324	17.0207	17.4091	
HISTOLOGIC TECHNICIAN SUPV	22.2320	22.8175	23.4024	23.9845	24.4498	24.7987	
HOME HEALTH AIDE	12.5333	12.8544	13.1842	13.4826	13.7917	14.0674	
HOMEMAKER	7.8398						
HOUSEKEEPING AIDE	12.0206	12.3287	12.6448	12.9763	13.3075		
HOUSEKEEPING HEAD AIDE	12.3353	12.6516	12.9763	13.3075	13.6386		
INVASIVE CARDIO SPECIALIST	24.6014	25.3395	26.0996	26.7520	27.4210	28.1062	
LABORATORY ASSISTANT I	12.5093	12.8299	13.1592	13.3795	13.6917	14.0042	
LABORATORY ASSISTANT II	13.0363	13.3708	13.7139	13.9320	14.3386	14.7090	
LABORATORY ASSISTANT III	13.2567	13.5967	13.9452	14.2002	14.5701	14.9404	
LABORATORY ASSISTANT SR	13.5612	13.9090	14.2656	14.5664	14.9834	15.3993	
LICENSED VOC NURSE	16.2768	16.7052	17.1334	17.5496	17.9538	18.3574	18.7616
LICENSED VOC NURSE SR	16.9995	17.4466	17.8941	18.3109	18.7146	19.1181	19.5220
LIFT TECHNICIAN	12.3525	12.6691	12.9940	13.2921	13.6014	13.8778	
LINEN ROOM SUPERVISOR	12.3353	12.6516	12.9763	13.3075	13.6386		
MEDICAL ASSISTANT	12.5721	12.8946	13.2248	13.5278	13.8304	14.0770	
MEDICAL ASSISTANT SR	12.8917	13.2222	13.5613	13.8636	14.1662	14.4128	
MEDICAL LEGL SPEC SAC ONLY	15.2073	15.5985	15.9903	16.4572	16.9626	17.4668	

**WAGE RATES EFFECTIVE DECEMBER 31, 2000  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
MEDICAL RECORD CODER I	15.5057	15.9134	16.3215	16.6654	17.1419	17.6184	
MEDICAL RECORD CODER II	16.7374	17.1780	17.6184	17.9883	18.5026	19.0151	

MEDICAL SECRETARY	15.8815	16.2998	16.7176	17.2163	17.7557	18.2941	
MEDICAL SECRETARY SR	16.6754	17.1146	17.5535	18.0773	18.6435	19.2088	
MEDICAL SECRETARY TRAINEE	12.8007	13.1287	13.4652	13.7160	14.0792	14.4427	
MESSENGER DRIVER	12.1253	12.4364	12.7552	12.9763	13.1420		
MESSENGER DRIVER SR	12.8441	13.1734	13.5116	13.7324	13.8976		
MONITOR TECHNICIAN	13.2248	13.5567	13.8959	14.1787	14.4785	14.8280	
MRI TECHNOLOGIST I	23.5881	24.0599	24.5412	25.0317	25.5180		
MRI TECHNOLOGIST II	25.2149	25.7192	26.2335	26.7581	27.2934	27.8392	
MRI TECHNOLOGIST SUPV	26.8417	27.3783	27.9260	28.4846	29.0542	29.6353	
MRI TECHNOLOGIST TRAINEE	21.5307	21.9614	22.4005				
NUCLEAR MED TECH SUPVR	25.1218	25.7829	26.4440	27.2119	28.0147	28.7831	
NUCLEAR MEDICINE TECH I	22.7275	23.3254	23.9238	24.6919	25.4943	26.2621	
NUCLEAR MEDICINE TECH II	24.1222	24.7572	25.3918	26.1600	26.9628	27.7310	
NURSE ASSISTANT	12.4707	12.7903	13.1183	13.4194	13.7316	14.0106	
NURSE ASSISTANT SR	12.6082	12.9316	13.2633	13.5638	13.8543	14.1549	
NUTRITION AIDE	11.8841	12.1886	12.5010	12.9729	13.2872		
NUTRITION CLERK	12.0335	12.3420	12.6585	13.1304	13.4447		
NUTRITION CLERK SR	12.3275	12.6359	12.9525	13.4245	13.7387		
OB TECHNICIAN	13.1358	13.4725	13.8178	14.1603	14.5357	14.8780	
OB TECHNICIAN SR	13.4505	13.7954	14.1494	14.4919	14.8671	15.2095	
OCCUPNL THERP ASST I CERT	15.2270	15.6174	16.0178	16.4057	16.8306	17.2182	
OCCUPNL THERP ASST II CERT	16.1407	16.5543	16.9791	17.3902	17.8403	18.2513	
OPHTHALMIC PHOTOGRAPHER	16.3397	16.7586	17.1884	17.5928	18.9408	20.2892	
OPHTHALMIC TECH II CERT	18.3137	18.7831	19.2646	20.2785	21.2927	22.3067	23.3203
OPHTHALMIC TECHNICIAN	17.4415	17.8888	18.3472	19.3128	20.2788	21.2444	22.2099
ORTHOPEDIC TECHNICIAN	14.8707	15.2520	15.6431	16.0305	16.4556	16.8428	
ORTHOPEDIC TECHNICIAN SR	15.2270	15.6174	16.0178	16.4057	16.8306	17.2182	
PACEMAKER TECHNICIAN	15.4173	15.7848	16.1616	16.5978	17.2259	17.6897	
PACEMAKER TECHNICIAN SR	16.0391	16.4224	16.8156	17.2904	18.0545	18.6452	
PATHOLOGY TECH ASST	14.2511	14.6165	14.9911	15.3625	15.7700	16.1410	
PATHOLOGY TECH ASST SR	14.5927	14.9668	15.3508	15.7222	16.1293	16.5008	
PATIENT TRANSPTION AIDE	11.7296	12.0300	12.3387	12.5264	12.7806	13.0347	

**WAGE RATES EFFECTIVE DECEMBER 31, 2000  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
PHARMACY INTERN	14.0165	14.3759	14.7448	15.0187	15.4169	15.8148	
PHARMACY TECH OUTPATIENT	13.6681	14.0186	14.3779	14.6414	15.0239	15.4063	
PHARMACY TECH INPATIENT	14.2204	14.5851	14.9590	15.2331	15.6311	16.0290	
PHYSICAL THERAPY AIDE	12.0011	12.3090	12.6246	12.8343	13.1324	13.4306	

PHYSICAL THERAPY AIDE SR	12.5039	12.8248	13.1537	13.3966	13.7499	14.1034	
PHYSICAL THERAPY ASST I	16.5213	16.9450	17.3794	17.8002	18.2611	18.6817	
PHYSICAL THERAPY ASST II	17.5128	17.9615	18.4224	18.8684	19.3569	19.8027	
PHYSICAL THERAPY TECH SR	13.4505	13.7954	14.1494	14.4919	14.8671	15.2095	
PHYSICAL THER TECHNICIAN	13.1358	13.4725	13.8178	14.1603	14.5357	14.8780	
PROJECTOR OPERATOR	15.0453	15.4343	15.8246				
PROJECTOR OPERATOR	12.1570	12.4690	12.7882	13.1198	13.4508		
PSYCHIATRIC ATTENDANT	13.8816	14.2471	14.6122	14.9717	15.3314	15.6786	
PSYCHIATRIC TECHNICIAN	16.0465	16.4689	16.8910	17.3013	17.6996	18.0976	18.4960
PSYCHIATRIC TECHNICIAN SR	16.7589	17.1997	17.6409	18.0518	18.4498	18.8476	19.2458
RADIOLOGIC TECH I	18.8243	19.3192	19.8148	20.1276	20.5719		
RADIOLOGIC TECH II	19.9505	20.4754	21.0005	21.4762	22.1453		
RADIOLOGIC TECH III	20.8190	21.3672	21.9151	22.5392	23.6019	24.6651	25.7274
RADIOLOGIC TECH LIMITED	17.9647	18.4370	18.9099	19.2086	19.6325		
RADIOLOGIC TECH SUPV	22.4218	23.0115	23.6019	24.6651	25.7274	26.7898	27.8528
REG RESP THERAPY TECH I	20.0929	20.6217	21.1500	21.5607	22.0741	22.5874	
REG RESP THERAPY TECH II	21.1657	21.7228	22.2796	22.7930	23.6146	24.6411	25.6676
RESP CARE PRACTITIONER I	19.1362	19.6396	20.1431	20.5341	21.0230	21.5121	
RESP CARE PRACTITIONER II	20.1577	20.6882	21.2187	21.7077	22.4902	23.4676	24.4453
RESP CARE PRACT SUPV	22.2240	22.8086	23.3935	23.9327	24.7951	25.8730	26.9511
RESPIRATORY CARE PERMITTEE	17.2225						
RESPIRATORY SUPPLY AIDE	12.3525	12.6691	12.9940	13.2921	13.6014	13.8778	
RESPIRATORY SUPPLY AIDE SR	12.5647	12.8868	13.2173	13.4607	13.8138	14.1672	
SERVICE PARTNER	12.0206	12.3287	12.6448	12.9761	13.3075		
STERILE PROC TECH II CERT	13.3603	13.7028	14.0543	14.3771	14.7113	15.0099	
STERILE PROC TECH SR CERT	13.8949	14.2510	14.6166	14.9521	15.2997	15.6104	
STERILE PROCESSING TECH I	12.8465	13.1758	13.5138	13.8239	14.1456	14.4325	
STOREKEEPER	12.1570	12.4690	12.7882	13.1198	13.4508		
STOREKEEPER - CHIEF	13.6220	13.9710	14.3293	14.7178	15.0551		
STOREKEEPER I	12.3863	12.7038	13.0297	13.3670	13.7048		
STOREKEEPER II	12.5856	12.9083	13.2392	13.5744	14.0366		
SURGICAL ASSISTANT CERT	16.7414	17.1708	17.6112	18.0671	18.6095	19.2370	
SURGICAL ASST TRAINEE	15.8375	15.8375					
SURGICAL ASST.	16.3332	16.7520	17.1814	17.6264	18.1559	18.7679	

## WAGE RATES EFFECTIVE DECEMBER 31, 2000

## STRUCTURE B2

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
SURGICAL TECHNICIAN	15.2266	15.6168	16.0173	16.4140	16.8493	17.2458	
SURGICAL TECHNICIAN SR	15.5913	15.9910	16.4010	16.7982	17.2332	17.6302	
UNIT ASSISTANT	12.8241	13.1529	13.4901	13.7717	14.0696	14.4170	
UNIT ASSISTANT SR	13.0898	13.4341	13.7788	14.0350	14.4066	14.7788	
VISION SERVICES ASST I	12.5721	12.8946	13.2248	13.5278	13.8304	14.0770	
VISION SERVICES ASST II	13.0139	13.3475	13.6896	14.0032	14.3163	14.5714	

YARDKEEPER

12.0308 12.3395 12.6559 12.9873 13.3183

**WAGE RATES EFFECTIVE OCTOBER 7, 2001  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
ALLRGY ASST SUPV CENTRL LAB	15.1069	15.4942	15.8916	16.2529	16.8012	17.3122	
ALLERGY TECHNICIAN	14.1522	14.5150	14.8873	15.1741	15.5846	15.9838	
ALLERGY TECHNICIAN SR	14.7263	15.1037	15.4912	15.8278	16.2885	16.7370	
ALLERGY TECHNICIAN TRAINEE	13.4257	13.7701	14.1233	14.3847	14.7443	15.0826	
ANESTHESIA SUPPLY AIDE	12.8466	13.1759	13.5138	13.8238	14.1455	14.4329	
ANESTHESIA SUPPLY AIDE SR	13.0673	13.4023	13.7460	13.9991	14.3664	14.7339	
ANESTHESIA TECH ASST SR	15.1916	15.5812	15.9802	16.3765	16.8108	17.2065	
ANESTHESIA TECH ASST	14.8211	15.2013	15.5906	15.9770	16.4008	16.7867	
BONE DENSITOMETRY TECH	14.9010	15.2830	15.6748	16.1286	16.7819	17.2643	
CARDIOVASCULAR TECH	18.6046	19.0815	19.5707	20.2962	21.3828	22.4704	
CARDIOVASCULAR TECH SR	19.9825	20.4950	21.0206	21.7453	22.8325	23.9196	
CARE PARTNER	12.9695	13.3019	13.6430	13.9562	14.2809	14.5708	
CENTRAL SUPPLY TECHNICIAN	12.8466	13.1759	13.5138	13.8238	14.1455	14.4329	
CLERICAL GRADE 1	11.9166	12.2223	12.5353	12.7307	12.9954	13.2592	
CLERICAL GRADE 2	12.4177	12.7363	13.0626	13.2814	13.5916	13.9017	
CLERICAL GRADE 3	12.6794	13.0045	13.3378	13.6131	13.9130	14.2518	
CLERICAL GRADE 4	12.9412	13.2728	13.6131	13.8665	14.2338	14.6012	
CLERICAL GRADE 5	13.4623	13.8072	14.1614	14.4598	14.8735	15.2865	
CLERICAL GRADE 6	14.0724	14.4335	14.8037	15.1479	15.6188	16.0895	
CLERICAL GRADE 7	14.6774	15.0535	15.4395	15.8186	16.3700	16.9211	
COMMUNICATION OPERATOR	12.6553	12.9800	13.3125	13.5357	13.8517	14.0502	14.5302
COMMUNICATION OPER SR	12.9220	13.2534	13.5930	13.8736	14.1793	14.3778	14.8806
COOK A	13.8681	14.2237	14.5886	14.9459	15.3040		
COOK IN CHARGE (SR)	14.4641	14.8349	15.2153	15.5734	15.9308		
CT SCHEDULING ASSISTANT	12.9412	13.2728	13.6131	13.8665	14.2338	14.6012	
CUSTODIAN/WATCHMAN	13.3849	13.7280	14.0799	14.4241	14.7692		
CYTO-HISTO TECHNOL SUPV	28.6412	29.3949	30.1484	31.4131	32.4491	33.0574	
CYTOLOGY TECHNOL CHIEF	27.7027	28.4318	29.1601	29.7683	30.6713	31.5933	
CYTOTECHNOLOGIST I	24.5847	25.2316	25.8790	26.2213	27.1434	28.0465	
CYTOTECHNOLOGIST II	25.3980	26.0664	26.7346	27.2485	28.1514	29.1495	
CYTOTECHNOLOGIST III	26.2653	26.9565	27.6476	28.2558	29.2922	30.3098	
DARK ROOM TECHNICIAN	13.0369	13.3713	13.7142	13.9784	14.4606	14.8054	
DEPARTMENT SECRETARY	13.9177	14.2745	14.6408	14.9131	15.3078	15.7033	

**WAGE RATES EFFECTIVE OCTOBER 7, 2001  
STRUCTURE B2**



<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
DIAG ULTRASONOGRAPHER I	23.5658	24.1858	24.8060	25.1971	25.7539	26.6400	
DIAG ULTRASONOGRAPHER II	25.2155	25.8790	26.5426	27.2981	28.5852	29.9558	31.1594
DIAG ULTRASONOGRAPHER III	26.4764	27.1729	27.8696	28.6632	30.0146	31.4536	32.7178
DIAG ULTRASONOGRAPHER SUPV	28.5144	29.2640	30.0146	31.3667	32.7179	34.1634	35.4203
DIAG ULTRASONO TRAINEE	20.6992						
EEG TECHNOLOGIST I	15.6010	16.0012	16.4117	16.8551	17.6535	18.3632	
EEG TECHNOLOGIST II	16.5289	16.9526	17.3876	17.8309	18.7180	19.6049	
EKG TECHNICIAN	14.9010	15.2830	15.6748	16.1286	16.7819	17.2643	
EKG TECHNICIAN SR	15.5475	15.9461	16.3551	16.8487	17.6436	18.2578	
EMERGENCY DEPT TECH I	13.0750	13.4104	13.7538	14.0689	14.3836	14.6401	
EMERGENCY DEPT TECH II	15.4655	15.8621	16.2688	16.6717	17.1138	17.5165	
GARDENER	13.7374	14.0897	14.4508	14.8019	15.1531		
GARDENER SR	14.8084	15.1883	15.5774	15.9318	16.2828		
HISTOLOGIC TECH I	19.3110	19.8192	20.3275	20.7424	21.0701	21.3468	
HISTOLOGIC TECH II	20.8962	21.4464	21.9959	22.5664	22.9464	23.2057	
HISTOLOGIC TECH TRAINEE	16.1626	16.5875	17.0132	17.2977	17.7015	18.1055	
HISTOLOGIC TECHNICIAN SUPVR	23.1213	23.7302	24.3385	24.9439	25.4278	25.7906	
HOME HEALTH AIDE	13.0346	13.3686	13.7116	14.0219	14.3434	14.6301	
HOMEMAKER	8.1534						
HOUSEKEEPING AIDE	12.5014	12.8218	13.1506	13.4954	13.8398		
HOUSEKEEPING HEAD AIDE	12.8287	13.1577	13.4954	13.8398	14.1841		
INVASIVE CARDIO SPECIALIST	25.5855	26.3531	27.1436	27.8221	28.5178	29.2304	
LABORATORY ASSISTANT I	13.0097	13.3431	13.6856	13.9147	14.2394	14.5644	
LABORATORY ASSISTANT II	13.5578	13.9056	14.2625	14.4893	14.9121	15.2974	
LABORATORY ASSISTANT III	13.7870	14.1406	14.5030	14.7682	15.1529	15.5380	
LABORATORY ASSISTANT SR	14.1036	14.4654	14.8362	15.1491	15.5827	16.0153	
LICENSED VOCATIONAL NURSE	16.9279	17.3734	17.8187	18.2516	18.6720	19.0917	19.5121
LICENSED VOC NURSE SR	17.6795	18.1445	18.6099	19.0433	19.4632	19.8828	20.3029
LIFT TECHNICIAN	12.8466	13.1759	13.5138	13.8238	14.1455	14.4329	
LINEN ROOM SUPERVISOR	12.8287	13.1577	13.4954	13.8398	14.1841		
MEDICAL ASSISTANT	13.0750	13.4104	13.7538	14.0689	14.3836	14.6401	
MEDICAL ASSISTANT SR	13.4074	13.7511	14.1038	14.4181	14.7328	14.9893	
MEDICAL LEGAL SPEC SAC ONLY	15.8156	16.2224	16.6299	17.1155	17.6411	18.1655	

**WAGE RATES EFFECTIVE OCTOBER 7, 2001  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
MEDICAL RECORD CODER I	16.1259	16.5499	16.9744	17.3320	17.8276	18.3231	
MEDICAL RECORD CODER II	17.4069	17.8651	18.3231	18.7078	19.2427	19.7757	

MEDICAL SECRETARY	16.5168	16.9518	17.3863	17.9050	18.4659	19.0259	
MEDICAL SECRETARY SR	17.3424	17.7992	18.2556	18.8004	19.3892	19.9772	
MEDICAL SECRETARY TRAINEE	13.3127	13.6538	14.0038	14.2646	14.6424	15.0204	
MESSENGER DRIVER	12.6103	12.9339	13.2654	13.4954	13.6677		
MESSENGER DRIVER SR	13.3579	13.7003	14.0521	14.2817	14.4535		
MONITOR TECHNICIAN	13.7538	14.0990	14.4517	14.7458	15.0576	15.4211	
MRI TECHNOLOGIST I	24.5316	25.0223	25.5228	26.0330	26.5387		
MRI TECHNOLOGIST II	26.2235	26.7480	27.2828	27.8284	28.3851	28.9528	
MRI TECHNOLOGIST SUPVR	27.9154	28.4734	29.0430	29.6240	30.2164	30.8207	
MRI TECHNOLOGIST TRAINEE	22.3919	22.8399	23.2965				
NUCLEAR MED TECH SUPV	26.1267	26.8142	27.5018	28.3004	29.1353	29.9344	
NUCLEAR MEDICINE TECH I	23.6366	24.2584	24.8808	25.6796	26.5141	27.3126	
NUCLEAR MEDICINE TECH II	25.0871	25.7475	26.4075	27.2064	28.0413	28.8402	
NURSE ASSISTANT	12.9695	13.3019	13.6430	13.9562	14.2809	14.5710	
NURSE ASSISTANT SR	13.1125	13.4489	13.7938	14.1064	14.4085	14.7211	
NUTRITION AIDE	12.3595	12.6761	13.0010	13.4918	13.8187		
NUTRITION CLERK	12.5148	12.8357	13.1648	13.6556	13.9825		
NUTRITION CLERK SENIOR	12.8206	13.1413	13.4706	13.9615	14.2882		
OB TECHNICIAN	13.6612	14.0114	14.3705	14.7267	15.1171	15.4731	
OB TECHNICIAN SR	13.9885	14.3472	14.7154	15.0716	15.4618	15.8179	
OCCUPNL THER ASST I CERT	15.8361	16.2421	16.6585	17.0619	17.5038	17.9069	
OCCUPNL THERP ASST II CERT	16.7863	17.2165	17.6583	18.0858	18.5539	18.9814	
OPHTHALMIC PHOTOGRAPHER	16.9933	17.4289	17.8759	18.2965	19.6984	21.1008	
OPHTHALMIC TECH II CERT	19.0462	19.5344	20.0352	21.0896	22.1444	23.1990	24.2531
OPHTHALMIC TECHNICIAN	18.1392	18.6044	19.0811	20.0853	21.0900	22.0942	23.0983
ORTHOPEDIC TECHNICIAN	15.4655	15.8621	16.2688	16.6717	17.1138	17.5165	
ORTHOPEDIC TECHNICIAN SR	15.8361	16.2421	16.6585	17.0619	17.5038	17.9069	
PACEMAKER TECHNICIAN	16.0340	16.4162	16.8081	17.2617	17.9149	18.3973	
PACEMAKER TECHNICIAN SR	16.6807	17.0793	17.4882	17.9820	18.7767	19.3910	
PATHOLOGY TECH ASST	14.8211	15.2012	15.5907	15.9770	16.4008	16.7866	
PATHOLOGY TECH ASST SR	15.1764	15.5655	15.9648	16.3511	16.7745	17.1608	
PATIENT TRANS AIDE	12.1988	12.5112	12.8322	13.0275	13.2918	13.5561	

**WAGE RATES EFFECTIVE OCTOBER 7, 2001  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
PHARMACY INTERN	14.5772	14.9509	15.3346	15.6194	16.0336	16.4474	
PHARMACY TECH OUTPATIENT	14.2148	14.5793	14.9530	15.2271	15.6249	16.0226	
PHARMACY TECH INPATIENT	14.7892	15.1685	15.5574	15.8424	16.2563	16.6702	
PHYSICAL THERAPY AIDE	12.4811	12.8014	13.1296	13.3477	13.6577	13.9678	

PHYSICAL THERAPY AIDE SR	13.0041	13.3378	13.6798	13.9325	14.2999	14.6675	
PHYSICAL THERAPY ASST I	17.1822	17.6228	18.0746	18.5122	18.9915	19.4290	
PHYSICAL THERAPY ASST II	18.2133	18.6800	19.1593	19.6231	20.1312	20.5948	
PHYSICAL THERAPY TECH SR	13.9885	14.3472	14.7154	15.0716	15.4618	15.8179	
PHYSICAL THERAPY TECH	13.6612	14.0114	14.3705	14.7267	15.1171	15.4731	
PROJECTOR OPERATOR	15.6471	16.0517	16.4576				
PROJECTOR OPERATOR	12.6433	12.9678	13.2997	13.6446	13.9888		
PSYCHIATRIC ATTENDANT	14.4369	14.8170	15.1967	15.5706	15.9447	16.3057	
PSYCHIATRIC TECHNICIAN	16.6884	17.1277	17.5666	17.9934	18.4076	18.8215	19.2358
PSYCHIATRIC TECHNICIAN SR	17.4293	17.8877	18.3465	18.7739	19.1878	19.6015	20.0156
RADIOLOGIC TECH CERTIFIED	18.6833	19.1745	19.6663	19.9769	20.4178		
RADIOLOGIC TECH I	19.5773	20.0920	20.6074	20.9327	21.3948		
RADIOLOGIC TECH II	20.7485	21.2944	21.8405	22.3352	23.0311		
RADIOLOGIC TECH III	21.6518	22.2219	22.7917	23.4408	24.5460	25.6517	26.7565
RADIOLOGIC TECH SUPV	23.3187	23.9320	24.5460	25.6517	26.7565	27.8614	28.9669
REG RESP THERAPY TECH I	20.8966	21.4466	21.9960	22.4231	22.9571	23.4909	
REG RESP THERAPY TECH II	22.0123	22.5917	23.1708	23.7047	24.5592	25.6267	26.6943
RESP CARE PRACTITIONER I	19.9016	20.4252	20.9488	21.3555	21.8639	22.3726	
RESP CARE PRACTITIONER II	20.9640	21.5157	22.0674	22.5760	23.3898	24.4063	25.4231
RESP CARE PRACT SUPVR	23.1130	23.7209	24.3292	24.8900	25.7869	26.9079	28.0291
RESPIRATORY CARE PERMITTEE	17.9114						
RESPIRATORY SUPPLY AIDE	12.8466	13.1759	13.5138	13.8238	14.1455	14.4329	
RESPIRATORY SUPPLY AIDE SR	13.0673	13.4023	13.7460	13.9991	14.3664	14.7339	
SERVICE PARTNER	12.5014	12.8218	13.1506	13.4951	13.8398		
STERILE PROC TECH II CERT	13.8947	14.2509	14.6165	14.9522	15.2998	15.6103	
STERILE PROC TECH SR CERT	14.4507	14.8210	15.2013	15.5502	15.9117	16.2348	
STERILE PROCESSING TECH I	13.3604	13.7028	14.0544	14.3769	14.7114	15.0098	
STOREKEEPER	12.6433	12.9678	13.2997	13.6446	13.9888		
STOREKEEPER - CHIEF	14.1669	14.5298	14.9025	15.3065	15.6573		
STOREKEEPER I	12.8818	13.2120	13.5509	13.9017	14.2530		
STOREKEEPER II	13.0890	13.4246	13.7688	14.1174	14.5981		
SURGICAL ASSISTANT CERT	17.4111	17.8576	18.3156	18.7898	19.3539	20.0065	
SURGICAL ASST.	16.9865	17.4221	17.8687	18.3315	18.8821	19.5186	

**WAGE RATES EFFECTIVE OCTOBER 7, 2001  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
SURGICAL TECHNICIAN	15.8357	16.2415	16.6580	17.0706	17.5233	17.9356	
SURGICAL TECHNICIAN SR	16.2150	16.6306	17.0570	17.4701	17.9225	18.3354	
TRAINEE SURGICAL ASST	16.4710						
UNIT ASSISTANT	13.3371	13.6790	14.0297	14.3226	14.6324	14.9937	
UNIT ASSISTANT SR	13.6134	13.9715	14.3300	14.5964	14.9829	15.3700	

VISION SERVICES ASST I	13.0750	13.4104	13.7538	14.0689	14.3836	14.6401
VISION SERVICES ASST II	13.5345	13.8814	14.2372	14.5633	14.8890	15.1543
YARDKEEPER	12.5120	12.8331	13.1621	13.5068	13.8510	



**WAGE RATES EFFECTIVE JANUARY 1, 2002  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
ALLRGY ASST SUPV CENTRL LAB	15.2580	15.6491	16.0505	16.4154	16.9692	17.4853	
ALLERGY TECHNICIAN	14.2937	14.6602	15.0362	15.3258	15.7404	16.1436	
ALLERGY TECHNICIAN SR	14.8736	15.2547	15.6461	15.9861	16.4514	16.9044	
ALLERGY TECHNICIAN TRAINEE	13.5600	13.9078	14.2645	14.5285	14.8917	15.2334	
ANESTHESIA SUPPLY AIDE	12.9751	13.3077	13.6489	13.9620	14.2870	14.5772	
ANESTHESIA SUPPLY AIDE SR	13.1980	13.5363	13.8835	14.1391	14.5101	14.8812	
ANESTHESIA TECH ASST SR	15.3435	15.7370	16.1400	16.5403	16.9789	17.3786	
ANESTHESIA TECH ASST	14.9693	15.3533	15.7465	16.1368	16.5648	16.9546	
BONE DENSITOMETRY TECH	15.0500	15.4358	15.8315	16.2899	16.9497	17.4369	
CARDIOVASCULAR TECH	18.7906	19.2723	19.7664	20.4992	21.5966	22.6951	
CARDIOVASCULAR TECHNICIAN	20.1823	20.7000	21.2308	21.9628	23.0608	24.1588	
CARE PARTNER	13.0992	13.4349	13.7794	14.0958	14.4237	14.7165	
CENTRAL SUPPLY TECHNICIAN	12.9751	13.3077	13.6489	13.9620	14.2870	14.5772	
CLERICAL GRADE 1	12.0358	12.3445	12.6607	12.8580	13.1254	13.3918	
CLERICAL GRADE 2	12.5419	12.8637	13.1932	13.4142	13.7275	14.0407	
CLERICAL GRADE 3	12.8062	13.1345	13.4712	13.7492	14.0521	14.3943	
CLERICAL GRADE 4	13.0706	13.4055	13.7492	14.0052	14.3761	14.7472	
CLERICAL GRADE 5	13.5969	13.9453	14.3030	14.6044	15.0222	15.4394	
CLERICAL GRADE 6	14.2131	14.5778	14.9517	15.2994	15.7750	16.2504	
CLERICAL GRADE 7	14.8242	15.2040	15.5939	15.9768	16.5337	17.0903	
COMMUNICATION OPERATOR	12.7819	13.1098	13.4456	13.6711	13.9902	14.1907	14.6755
COMMUNICATION OPERATOR SR	13.0512	13.3859	13.7289	14.0123	14.3211	14.5216	15.0294
COOK A	14.0068	14.3659	14.7345	15.0954	15.4570		
COOK IN CHARGE (SR)	14.6087	14.9832	15.3675	15.7291	16.0901		
CT SCHEDULING ASSISTANT	13.0706	13.4055	13.7492	14.0052	14.3761	14.7472	
CUSTODIAN/WATCHMAN	13.5187	13.8653	14.2207	14.5683	14.9169		
CYTO-HISTO TECHNOL- SUPV	28.9276	29.6888	30.4499	31.7272	32.7736	33.3880	
CYTOLOGY TECHNOL- CHIEF	27.9797	28.7161	29.4517	30.0660	30.9780	31.9092	
CYTOTECHNOLOGIST I	24.8305	25.4839	26.1378	26.4835	27.4148	28.3270	
CYTOTECHNOLOGIST II	25.6520	26.3271	27.0019	27.5210	28.4329	29.4410	
CYTOTECHNOLOGIST III	26.5280	27.2261	27.9241	28.5384	29.5851	30.6129	
DARK ROOM TECHNICIAN	13.1673	13.5050	13.8513	14.1182	14.6052	14.9535	
DEPARTMENT SECRETARY	14.0569	14.4172	14.7872	15.0622	15.4609	15.8603	

**WAGE RATES EFFECTIVE JANUARY 1, 2002  
STRUCTURE B2**



<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
DIAG ULTRASONOGRAPHER I	23.8015	24.4277	25.0541	25.4491	26.0114	26.9064	
DIAG ULTRASONOGRAPHER II	25.4677	26.1378	26.8080	27.5711	28.8711	30.2554	31.4710
DIAG ULTRASONOGRAPHER III	26.7412	27.4446	28.1483	28.9498	30.3147	31.7681	33.0450
DIAG ULTRASONOGRAPHER SUPV	28.7995	29.5566	30.3147	31.6804	33.0451	34.5050	35.7745
DIAG ULTRASONOGRAPHER TRAINEE	20.9062						
EEG TECHNOLOGIST I	15.7570	16.1612	16.5758	17.0237	17.8300	18.5468	
EEG TECHNOLOGIST II	16.6942	17.1221	17.5615	18.0092	18.9052	19.8009	
EKG TECHNICIAN	15.0500	15.4358	15.8315	16.2899	16.9497	17.4369	
EKG TECHNICIAN SR	15.7030	16.1056	16.5187	17.0172	17.8200	18.4404	
EMERGENCY DEPT TECH I	13.2058	13.5445	13.8913	14.2096	14.5274	14.7865	
EMERGENCY DEPT TECH II	15.6202	16.0207	16.4315	16.8384	17.2849	17.6917	
GARDENER	13.8748	14.2306	14.5953	14.9499	15.3046		
GARDENER - SENIOR	14.9565	15.3402	15.7332	16.0911	16.4456		
HISTOLOGIC TECH I	19.5041	20.0174	20.5308	20.9498	21.2808	21.5603	
HISTOLOGIC TECH II	21.1052	21.6609	22.2159	22.7921	23.1759	23.4378	
HISTOLOGIC TECH TRAINEE	16.3242	16.7534	17.1833	17.4707	17.8785	18.2866	
HISTOLOGIC TECHNICIAN SUPV	23.3525	23.9675	24.5819	25.1933	25.6821	26.0485	
HOME HEALTH AIDE	13.1649	13.5023	13.8487	14.1621	14.4868	14.7764	
HOMEMAKER	8.2349						
HOUSEKEEPING AIDE	12.6264	12.9500	13.2821	13.6304	13.9782		
HOUSEKEEPING HEAD AIDE	12.9570	13.2893	13.6304	13.9782	14.3259		
INVASIVE CARDIO SPECIALIST	25.8414	26.6166	27.4150	28.1003	28.8030	29.5227	
LABORATORY ASSISTANT I	13.1398	13.4765	13.8225	14.0538	14.3818	14.7100	
LABORATORY ASSISTANT II	13.6934	14.0447	14.4051	14.6342	15.0612	15.4504	
LABORATORY ASSISTANT III	13.9249	14.2820	14.6480	14.9159	15.3044	15.6934	
LABORATORY ASSISTANT SR	14.2446	14.6101	14.9846	15.3006	15.7385	16.1755	
LICENSED VOC NURSE	17.0972	17.5471	17.9969	18.4341	18.8587	19.2826	19.7072
LICENSED VOC NURSE SR	17.8563	18.3259	18.7960	19.2337	19.6578	20.0816	20.5059
LIFT TECHNICIAN	12.9751	13.3077	13.6489	13.9620	14.2870	14.5772	
LINEN ROOM SUPERVISOR	12.9570	13.2893	13.6304	13.9782	14.3259		
MEDICAL ASSISTANT	13.2058	13.5445	13.8913	14.2096	14.5274	14.7865	
MEDICAL ASSISTANT SR	13.5415	13.8886	14.2448	14.5623	14.8801	15.1392	
MEDICAL LEGAL SPEC SAC ONLY	15.9738	16.3846	16.7962	17.2867	17.8175	18.3472	

**WAGE RATES EFFECTIVE JANUARY 1, 2002  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
MEDICAL RECORD CODER I	16.2872	16.7154	17.1441	17.5053	18.0059	18.5063	
MEDICAL RECORD CODER II	17.5810	18.0438	18.5063	18.8949	19.4351	19.9735	

MEDICAL SECRETARY	16.6820	17.1213	17.5602	18.0841	18.6506	19.2162	
MEDICAL SECRETARY SR	17.5158	17.9772	18.4382	18.9884	19.5831	20.1770	
MEDICAL SECRETARY TRAINEE	13.4458	13.7903	14.1438	14.4072	14.7888	15.1706	
MESSENGER DRIVER	12.7364	13.0632	13.3981	13.6304	13.8044		
MESSENGER DRIVER SR	13.4915	13.8373	14.1926	14.4245	14.5980		
MONITOR TECHNICIAN	13.8913	14.2400	14.5962	14.8933	15.2082	15.5753	
MRI TECHNOLOGIST I	24.7769	25.2725	25.7780	26.2933	26.8041		
MRI TECHNOLOGIST II	26.4857	27.0155	27.5556	28.1067	28.6690	29.2423	
MRI TECHNOLOGIST SUPVR	28.1946	28.7581	29.3334	29.9202	30.5186	31.1289	
MRI TECHNOLOGIST TRAINEE	22.6158	23.0683	23.5295				
NUCLEAR MED TECH SUPV	26.3880	27.0823	27.7768	28.5834	29.4267	30.2337	
NUCLEAR MEDICINE TECH I	23.8730	24.5010	25.1296	25.9364	26.7792	27.5857	
NUCLEAR MEDICINE TECH II	25.3380	26.0050	26.6716	27.4785	28.3217	29.1286	
NURSE ASSISTANT	13.0992	13.4349	13.7794	14.0958	14.4237	14.7167	
NURSE ASSISTANT SR	13.2436	13.5834	13.9317	14.2475	14.5526	14.8683	
NUTRITION AIDE	12.4831	12.8029	13.1310	13.6267	13.9569		
NUTRITION CLERK	12.6399	12.9641	13.2964	13.7922	14.1223		
NUTRITION CLERK SENIOR	12.9488	13.2727	13.6053	14.1011	14.4311		
OB TECHNICIAN	13.7978	14.1515	14.5142	14.8740	15.2683	15.6278	
OB TECHNICIAN SR	14.1284	14.4907	14.8626	15.2223	15.6164	15.9761	
OCCUPNL THER ASST I CERT	15.9945	16.4045	16.8251	17.2325	17.6788	18.0860	
OCCUPNL THERP ASST II CERT	16.9542	17.3887	17.8349	18.2667	18.7394	19.1712	
OPHTHALMIC PHOTOGRAPHER	17.1632	17.6032	18.0547	18.4795	19.8954	21.3118	
OPHTHALMIC TECH II CERT	19.2367	19.7297	20.2356	21.3005	22.3658	23.4310	24.4956
OPHTHALMIC TECHNICIAN	18.3206	18.7904	19.2719	20.2862	21.3009	22.3151	23.3293
ORTHOPEDIC TECHNICIAN	15.6202	16.0207	16.4315	16.8384	17.2849	17.6917	
ORTHOPEDIC TECHNICIAN SR	15.9945	16.4045	16.8251	17.2325	17.6788	18.0860	
PACEMAKER TECHNICIAN	16.1943	16.5804	16.9762	17.4343	18.0940	18.5813	
PACEMAKER TECHNICIAN SR	16.8475	17.2501	17.6631	18.1618	18.9645	19.5849	
PATHOLOGY TECH ASST	14.9693	15.3532	15.7466	16.1368	16.5648	16.9545	
PATHOLOGY TECH ASST SR	15.3282	15.7212	16.1244	16.5146	16.9422	17.3324	
PATIENT TRANSPORTATION AIDE	12.3208	12.6363	12.9605	13.1578	13.4247	13.6917	

**WAGE RATES EFFECTIVE JANUARY 1, 2002  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
PHARMACY INTERN	14.7230	15.1004	15.4879	15.7756	16.1939	16.6119	
PHARMACY TECH OUTPATIENT	14.3569	14.7251	15.1025	15.3794	15.7811	16.1828	
PHARMACY TECH INPATIENT	14.9371	15.3202	15.7130	16.0008	16.4189	16.8369	
PHYSICAL THERAPY AIDE	12.6059	12.9294	13.2609	13.4812	13.7943	14.1075	

PHYSICAL THERAPY AIDE SR	13.1341	13.4712	13.8166	14.0718	14.4429	14.8142	
PHYSICAL THERAPY ASST I	17.3540	17.7990	18.2553	18.6973	19.1814	19.6233	
PHYSICAL THERAPY ASST II	18.3954	18.8668	19.3509	19.8193	20.3325	20.8007	
PHYSICAL THERAPY TECH SR	14.1284	14.4907	14.8626	15.2223	15.6164	15.9761	
PHYSICAL THERAPY TECH	13.7978	14.1515	14.5142	14.8740	15.2683	15.6278	
PROJECTOR OPERATOR	15.8036	16.2122	16.6222				
PROJECTOR OPERATOR	12.7697	13.0975	13.4327	13.7810	14.1287		
PSYCHIATRIC ATTENDANT	14.5813	14.9652	15.3487	15.7263	16.1041	16.4688	
PSYCHIATRIC TECHNICIAN	16.8553	17.2990	17.7423	18.1733	18.5917	19.0097	19.4282
PSYCHIATRIC TECHNICIAN SR	17.6036	18.0666	18.5300	18.9616	19.3797	19.7975	20.2158
RADIOLOGIC TECH I	19.7731	20.2929	20.8135	21.1420	21.6087		
RADIOLOGIC TECH II	20.9560	21.5073	22.0589	22.5586	23.2614		
RADIOLOGIC TECH III	21.8683	22.4441	23.0196	23.6752	24.7915	25.9082	27.0241
RADIOLOGIC TECH LIMITED	18.8701	19.3662	19.8630	20.1767	20.6220		
RADIOLOGIC TECHNOL SUPV	23.5519	24.1713	24.7915	25.9082	27.0241	28.1400	29.2566
REG RESPIRATORY THER TECH I	21.1056	21.6611	22.2160	22.6473	23.1867	23.7258	
REG RESPIRATORY THER TECH II	22.2324	22.8176	23.4025	23.9417	24.8048	25.8830	26.9612
RESP CARE PRACTITIONER I	20.1006	20.6295	21.1583	21.5691	22.0825	22.5963	
RESP CARE PRACTITIONER II	21.1736	21.7309	22.2881	22.8018	23.6237	24.6504	25.6773
RESP CARE PRACT SUPV	23.3441	23.9581	24.5725	25.1389	26.0448	27.1770	28.3094
RESPIRATORY CARE PERMITTEE	18.0905						
RESPIRATORY SUPPLY AIDE	12.9751	13.3077	13.6489	13.9620	14.2870	14.5772	
RESPIRATORY SUPPLY AIDE SR	13.1980	13.5363	13.8835	14.1391	14.5101	14.8812	
SERVICE PARTNER	12.6264	12.9500	13.2821	13.6301	13.9782		
STERILE PROC TECH II CERT	14.0336	14.3934	14.7627	15.1017	15.4528	15.7664	
STERILE PROC TECH SR CERT	14.5952	14.9692	15.3533	15.7057	16.0708	16.3971	
STERILE PROCESSING TECH I	13.4940	13.8398	14.1949	14.5207	14.8585	15.1599	
STOREKEEPER	12.7697	13.0975	13.4327	13.7810	14.1287		
STOREKEEPER - CHIEF	14.3086	14.6751	15.0515	15.4596	15.8139		
STOREKEEPER I	13.0106	13.3441	13.6864	14.0407	14.3955		
STOREKEEPER II	13.2199	13.5588	13.9065	14.2586	14.7441		

**WAGE RATES EFFECTIVE JANUARY 1, 2002  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
SURGICAL ASSISTANT CERT	17.5852	18.0362	18.4988	18.9777	19.5474	20.2066	
SURGICAL ASST TRAINEE	16.6357						
SURGICAL ASST.	17.1564	17.5963	18.0474	18.5148	19.0709	19.7138	
SURGICAL TECHNICIAN	15.9941	16.4039	16.8246	17.2413	17.6985	18.1150	
SURGICAL TECHNICIAN SR	16.3772	16.7969	17.2276	17.6448	18.1017	18.5188	
UNIT ASSISTANT	13.4705	13.8158	14.1700	14.4658	14.7787	15.1436	

UNIT ASSISTANT SR	13.7495	14.1112	14.4733	14.7424	15.1327	15.5237
VISION SERVICES ASST I	13.2058	13.5445	13.8913	14.2096	14.5274	14.7865
VISION SERVICES ASST II	13.6698	14.0202	14.3796	14.7089	15.0379	15.3058
YARDKEEPER	12.6371	12.9614	13.2937	13.6419	13.9895	



**WAGE RATES EFFECTIVE OCTOBER 6, 2002  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
ALLRGY ASST SUPV CENTRL LAB	15.8683	16.1140	16.5273	16.9030	17.4732	18.0047	
ALLERGY TECHNICIAN	14.8654	15.2466	15.6376	15.9388	16.3700	16.7893	
ALLERGY TECHNICIAN SR	15.4685	15.8649	16.2719	16.6255	17.1095	17.5806	
ALLERGY TECHNICIAN TRAINEE	14.1024	14.4641	14.8351	15.1096	15.4874	15.8427	
ANESTHESIA SUPPLY AIDE	13.4941	13.8400	14.1949	14.5205	14.8585	15.1603	
ANESTHESIA SUPPLY AIDE SR	13.7259	14.0778	14.4388	14.7047	15.0905	15.4764	
ANESTHESIA TECH ASST SR	15.9572	16.3665	16.7856	17.2019	17.6581	18.0737	
ANESTHESIA TECH ASST	15.5681	15.9674	16.3764	16.7823	17.2274	17.6328	
BONE DENSITOMETRY TECH	15.6520	16.0532	16.4648	16.9415	17.6277	18.1344	
CARDIOVASCULAR TECH	19.5422	20.0432	20.5571	21.3192	22.4605	23.6029	
CARDIOVASCULAR TECH SR	20.9896	21.5280	22.0800	22.8413	23.9832	25.1252	
CARE PARTNER	13.6232	13.9723	14.3306	14.6596	15.0006	15.3052	
CENTRAL SUPPLY TECHNICIAN	13.4941	13.8400	14.1949	14.5205	14.8585	15.1603	
CLERICAL GRADE 1	12.5172	12.8383	13.1671	13.3723	13.6504	13.9275	
CLERICAL GRADE 2	13.0436	13.3782	13.7209	13.9508	14.2766	14.6023	
CLERICAL GRADE 3	13.3184	13.6599	14.0100	14.2992	14.6142	14.9701	
CLERICAL GRADE 4	13.5934	13.9417	14.2992	14.5654	14.9511	15.3371	
CLERICAL GRADE 5	14.1408	14.5031	14.8751	15.1886	15.6231	16.0570	
CLERICAL GRADE 6	14.7816	15.1609	15.5498	15.9114	16.4060	16.9004	
CLERICAL GRADE 7	15.4172	15.8122	16.2177	16.6159	17.1950	17.7739	
COMMUNICATION OPERATOR	13.2932	13.6342	13.9834	14.2179	14.5498	14.7583	15.2625
COMMUNICATION OPERATOR SR	13.5732	13.9213	14.2781	14.5728	14.8939	15.1025	15.6306
COOK A	14.5671	14.9405	15.3239	15.6992	16.0753		
COOK IN CHARGE (SR)	15.1930	15.5825	15.9822	16.3583	16.7337		
CT SCHEDULING ASSISTANT	13.5934	13.9417	14.2992	14.5654	14.9511	15.3371	
CUSTODIAN/WATCHMAN	14.0594	14.4199	14.7895	15.1510	15.5136		
CYTO-HISTO TECHNOL - SUPV	30.0847	30.8764	31.6679	32.9963	34.0845	34.7235	
CYTOLOGY TECHNOL - CHIEF	29.0989	29.8647	30.6298	31.2686	32.2171	33.1856	
CYTOTECHNOLOGIST I	25.8237	26.5033	27.1833	27.5428	28.5114	29.4601	
CYTOTECHNOLOGIST II	26.6781	27.3802	28.0820	28.6218	29.5702	30.6186	
CYTOTECHNOLOGIST III	27.5891	28.3151	29.0411	29.6799	30.7685	31.8374	
DARK ROOM TECHNICIAN	13.6940	14.0452	14.4054	14.6829	15.1894	15.5516	
DEPARTMENT SECRETARY	14.6192	14.9939	15.3787	15.6647	16.0793	16.4947	

**WAGE RATES EFFECTIVE OCTOBER 6, 2002  
STRUCTURE B2**



<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
DIAG ULTRASONOGRAPHER I	24.7536	25.4048	26.0563	26.4671	27.0519	27.9827	
DIAG ULTRASONOGRAPHER II	26.4864	27.1833	27.8803	28.6739	30.0259	31.4656	32.7298
DIAG ULTRASONOGRAPHER III	27.8108	28.5424	29.2742	30.1078	31.5273	33.0388	34.3668
DIAG ULTRASONOGRAPHER SUPV	29.9515	30.7389	31.5273	32.9476	34.3669	35.8852	37.2055
DIAG ULTRASNGRPHR TRAINEE	21.7424						
EEG TECHNOLOGIST I	16.3873	16.8076	17.2388	17.7046	18.5432	19.2887	
EEG TECHNOLOGIST II	17.3620	17.8070	18.2640	18.7296	19.6614	20.5929	
EKG TECHNICIAN	15.6520	16.0532	16.4648	16.9415	17.6277	18.1344	
EKG TECHNICIAN SR	16.3311	16.7498	17.1794	17.6979	18.5328	19.1780	
EMERGENCY DEPT TECH I	13.7340	14.0863	14.4470	14.7780	15.1085	15.3780	
EMERGENCY DEPT TECH II	16.2450	16.6615	17.0888	17.5119	17.9763	18.3994	
GARDENER	14.4298	14.7998	15.1791	15.5479	15.9168		
GARDENER - SENIOR	15.5548	15.9538	16.3625	16.7347	17.1034		
HISTOLOGIC TECH I	20.2843	20.8181	21.3520	21.7878	22.1320	22.4227	
HISTOLOGIC TECH II	21.9494	22.5273	23.1045	23.7038	24.1029	24.3753	
HISTOLOGIC TECH TRAINEE	16.9772	17.4235	17.8706	18.1695	18.5936	19.0181	
HISTOLOGIC TECHNICIAN SUPVR	24.2866	24.9262	25.5652	26.2010	26.7094	27.0904	
HOME HEALTH AIDE	13.6915	14.0424	14.4026	14.7286	15.0663	15.3675	
HOMEMAKER	8.5643						
HOUSEKEEPING AIDE	13.1315	13.4680	13.8134	14.1756	14.5373		
HOUSEKEEPING HEAD AIDE	13.4753	13.8209	14.1756	14.5373	14.8989		
INVASIVE CARDIO SPECIALIST	26.8751	27.6813	28.5116	29.2243	29.9551	30.7036	
LABORATORY ASSISTANT I	13.6654	14.0156	14.3754	14.6160	14.9571	15.2984	
LABORATORY ASSISTANT II	14.2411	14.6065	14.9813	15.2196	15.6636	16.0684	
LABORATORY ASSISTANT III	14.4819	14.8533	15.2339	15.5125	15.9166	16.3211	
LABORATORY ASSISTANT SR	14.8144	15.1945	15.5840	15.9126	16.3680	16.8225	
LICENSED VOC NURSE	17.7811	18.2490	18.7168	19.1715	19.6130	20.0539	20.4955
LICENSED VOC NURSE SR	18.5706	19.0589	19.5478	20.0030	20.4441	20.8849	21.3261
LIFT TECHNICIAN	13.4941	13.8400	14.1949	14.5205	14.8585	15.1603	
LINEN ROOM SUPERVISOR	13.4753	13.8209	14.1756	14.5373	14.8989		
MEDICAL ASSISTANT	13.7340	14.0863	14.4470	14.7780	15.1085	15.3780	
MEDICAL ASSISTANT SR	14.0832	14.4441	14.8146	15.1448	15.4753	15.7448	
MEDICAL LEGAL SPEC SAC ONLY	16.6128	17.0400	17.4680	17.9782	18.5302	19.0811	

**WAGE RATES EFFECTIVE OCTOBER 6, 2002  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
MEDICAL RECORD CODER I	16.9387	17.3840	17.8299	18.2055	18.7261	19.2466	
MEDICAL RECORD CODER II	18.2842	18.7656	19.2466	19.6507	20.2125	20.7724	

MEDICAL SECRETARY	17.3493	17.8062	18.2626	18.8075	19.3966	19.9848	
MEDICAL SECRETARY SR	18.2164	18.6963	19.1757	19.7479	20.3664	20.9841	
MEDICAL SECRETARY TRAINEE	13.9836	14.3419	14.7096	14.9835	15.3804	15.7774	
MESSENGER DRIVER	13.2459	13.5857	13.9340	14.1756	14.3566		
MESSENGER DRIVER SR	14.0312	14.3908	14.7603	15.0015	15.1819		
MONITOR TECHNICIAN	14.4470	14.8096	15.1800	15.4890	15.8165	16.1983	
MRI TECHNOLOGIST I	25.7680	26.2834	26.8091	27.3450	27.8763		
MRI TECHNOLOGIST II	27.5451	28.0961	28.6578	29.2310	29.8158	30.4120	
MRI TECHNOLOGIST SUPV	29.3224	29.9084	30.5067	31.1170	31.7393	32.3741	
MRI TECHNOLOGIST TRAINEE	23.5204	23.9910	24.4707				
NUCLEAR MED TECH SUPVR	27.4435	28.1656	28.8879	29.7267	30.6038	31.4430	
NUCLEAR MEDICINE TECH I	24.8279	25.4810	26.1348	26.9739	27.8504	28.6891	
NUCLEAR MEDICINE TECH II	26.3515	27.0452	27.7385	28.5776	29.4546	30.2937	
NURSE ASSISTANT	13.6232	13.9723	14.3306	14.6596	15.0006	15.3054	
NURSE ASSISTANT SR	13.7733	14.1267	14.4890	14.8174	15.1347	15.4630	
NUTRITION AIDE	12.9824	13.3150	13.6562	14.1718	14.5152		
NUTRITION CLERK	13.1455	13.4827	13.8283	14.3439	14.6872		
NUTRITION CLERK SENIOR	13.4668	13.8036	14.1495	14.6651	15.0083		
OB TECHNICIAN	14.3497	14.7176	15.0948	15.4690	15.8790	16.2529	
OB TECHNICIAN SR	14.6935	15.0703	15.4571	15.8312	16.2411	16.6151	
OCCUPNL THERP ASST I CERT	16.6343	17.0607	17.4981	17.9218	18.3860	18.8094	
OCCUPNL THERP ASST II CERT	17.6324	18.0842	18.5483	18.9974	19.4890	19.9380	
OPHTHALMIC PHOTOGRAPHER	17.8497	18.3073	18.7769	19.2187	20.6912	22.1643	
OPHTHALMIC TECH II CERT	20.0062	20.5189	21.0450	22.1525	23.2604	24.3682	25.4754
OPHTHALMIC TECHNICIAN	19.0534	19.5420	20.0428	21.0976	22.1529	23.2077	24.2625
ORTHOPEDIC TECHNICIAN	16.2450	16.6615	17.0888	17.5119	17.9763	18.3994	
ORTHOPEDIC TECHNICIAN SR	16.6343	17.0607	17.4981	17.9218	18.3860	18.8094	
PACEMAKER TECHNICIAN	16.8421	17.2436	17.6552	18.1317	18.8178	19.3246	
PACEMAKER TECHNICIAN SR	17.5214	17.9401	18.3696	18.8883	19.7231	20.3683	
PATHOLOGY TECH ASST	15.5681	15.9673	16.3765	16.7823	17.2274	17.6327	
PATHOLOGY TECH ASST SR	15.9413	16.3500	16.7694	17.1752	17.6199	18.0257	
PATIENT TRANSPORTATION AIDE	12.8136	13.1418	13.4789	13.6841	13.9617	14.2394	

**WAGE RATES EFFECTIVE OCTOBER 6, 2002  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
PHARMACY INTERN	15.3119	15.7044	16.1074	16.4066	16.8417	17.2764	
PHARMACY TECH INPATIENT	15.5346	15.9330	16.3415	16.6408	17.0757	17.5104	
PHARMACY TECH OUTPATIENT	14.9312	15.3141	15.7066	15.9946	16.4123	16.8301	
PHYSICAL THERAPY AIDE	13.1101	13.4466	13.7913	14.0204	14.3461	14.6718	

PHYSICAL THERAPY AIDE SR	13.6595	14.0100	14.3693	14.6347	15.0206	15.4068	
PHYSICAL THERAPY ASST I	18.0482	18.5110	18.9855	19.4452	19.9487	20.4082	
PHYSICAL THERAPY ASST II	19.1312	19.6215	20.1249	20.6121	21.1458	21.6327	
PHYSICAL THERAPY TECH SR	14.6935	15.0703	15.4571	15.8312	16.2411	16.6151	
PHYSICAL THERAPY TECHNICIAN	14.3497	14.7176	15.0948	15.4690	15.8790	16.2529	
PROJECTOR OPERATOR	16.4357	16.8607	17.2871				
PROJECTOR OPERATOR	13.2805	13.6214	13.9700	14.3322	14.6938		
PSYCHIATRIC ATTENDANT	15.1646	15.5638	15.9626	16.3554	16.7483	17.1276	
PSYCHIATRIC TECHNICIAN	17.5295	17.9910	18.4520	18.9002	19.3354	19.7701	20.2053
PSYCHIATRIC TECHNICIAN SR	18.3077	18.7893	19.2712	19.7201	20.1549	20.5894	21.0244
RADIOLOGIC TECH I	20.5640	21.1046	21.6460	21.9877	22.4730		
RADIOLOGIC TECH II	21.7942	22.3676	22.9413	23.4609	24.1919		
RADIOLOGIC TECH III	22.7430	23.3419	23.9404	24.6222	25.7832	26.9445	28.1051
RADIOLOGIC TECH LIMITED	19.6249	20.1408	20.6575	20.9838	21.4469		
RADIOLOGIC TECHNOL SUPV	24.4940	25.1382	25.7832	26.9445	28.1051	29.2656	30.4269
REG RESP THERAPY TECH I	21.9498	22.5275	23.1046	23.5532	24.1142	24.6748	
REG RESP THERAPY TECH II	23.1217	23.7303	24.3386	24.8994	25.7970	26.9183	28.0396
RESP CARE PRACTITIONER I	20.9046	21.4547	22.0046	22.4319	22.9658	23.5002	
RESP CARE PRACTITIONER II	22.0205	22.6001	23.1796	23.7139	24.5686	25.6364	26.7044
RESP CARE PRACT SUPV	24.2779	24.9164	25.5554	26.1445	27.0866	28.2641	29.4418
RESPIRATORY CARE PERMITTEE	18.8141						
RESPIRATORY SUPPLY AIDE	13.4941	13.8400	14.1949	14.5205	14.8585	15.1603	
RESPIRATORY SUPPLY AIDE SR	13.7259	14.0778	14.4388	14.7047	15.0905	15.4764	
SERVICE PARTNER	13.1315	13.4680	13.8134	14.1753	14.5373		
STERILE PROC TECH II CERT	14.5949	14.9691	15.3532	15.7058	16.0709	16.3971	
STERILE PROC TECH SR CERT	15.1790	15.5680	15.9674	16.3339	16.7136	17.0530	
STERILE PROCESSING TECH I	14.0338	14.3934	14.7627	15.1015	15.4528	15.7663	
STOREKEEPER	13.2805	13.6214	13.9700	14.3322	14.6938		
STOREKEEPER CHIEF	14.8809	15.2621	15.6536	16.0780	16.4465		
STOREKEEPER I	13.5310	13.8779	14.2339	14.6023	14.9713		
STOREKEEPER II	13.7487	14.1012	14.4628	14.8289	15.3339		

**WAGE RATES EFFECTIVE OCTOBER 6, 2002  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
SURGICAL ASSISTANT CERT	18.2886	18.7576	19.2388	19.7368	20.3293	21.0149	
SURGICAL ASST TRAINEE	17.3011						
SURGICAL ASST	17.8427	18.3002	18.7693	19.2554	19.8337	20.5024	
SURGICAL TECHNICIAN	16.6339	17.0601	17.4976	17.9310	18.4064	18.8396	
SURGICAL TECHNICIAN SR	17.0323	17.4688	17.9167	18.3506	18.8258	19.2596	
UNIT ASSISTANT	14.0093	14.3684	14.7368	15.0444	15.3698	15.7493	

UNIT ASSISTANT SR	14.2995	14.6756	15.0522	15.3321	15.7380	16.1446
VISION SERVICES ASST I	13.7340	14.0863	14.4470	14.7780	15.1085	15.3780
VISION SERVICES ASST II	14.2166	14.5810	14.9548	15.2973	15.6394	15.9180
YARDKEEPER	13.1426	13.4799	13.8254	14.1876	14.5491	



**WAGE RATES EFFECTIVE OCTOBER 5, 2003  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
ALLRGY ASST SUPV CENTRL LAB	16.5030	16.7586	17.1884	17.5791	18.1721	18.7249	
ALLERGY TECHNICIAN	15.4600	15.8565	16.2631	16.5764	17.0248	17.4609	
ALLERGY TECHNICIAN SR	16.0872	16.4995	16.9228	17.2905	17.7939	18.2838	
ALLERGY TECHNICIAN TRAINEE	14.6665	15.0427	15.4285	15.7140	16.1069	16.4764	
ANESTHESIA SUPPLY AIDE	14.0339	14.3936	14.7627	15.1013	15.4528	15.7667	
ANESTHESIA SUPPLY AIDE SR	14.2749	14.6409	15.0164	15.2929	15.6941	16.0955	
ANESTHESIA TECH ASST SR	16.5955	17.0212	17.4570	17.8900	18.3644	18.7966	
ANESTHESIA TECH ASST	16.1908	16.6061	17.0315	17.4536	17.9165	18.3381	
BONE DENSITOMETRY TECH	16.2781	16.6953	17.1234	17.6192	18.3328	18.8598	
CARDIOVASCULAR TECH	20.3239	20.8449	21.3794	22.1720	23.3589	24.5470	
CARDIOVASCULAR TECH SR	21.8292	22.3891	22.9632	23.7550	24.9425	26.1302	
CARE PARTNER	14.1681	14.5312	14.9038	15.2460	15.6006	15.9174	
CENTRAL SUPPLY TECHNICIAN	14.0339	14.3936	14.7627	15.1013	15.4528	15.7667	
CLERICAL GRADE 1	13.0179	13.3518	13.6938	13.9072	14.1964	14.4846	
CLERICAL GRADE 2	13.5653	13.9133	14.2697	14.5088	14.8477	15.1864	
CLERICAL GRADE 3	13.8511	14.2063	14.5704	14.8712	15.1988	15.5689	
CLERICAL GRADE 4	14.1371	14.4994	14.8712	15.1480	15.5491	15.9506	
CLERICAL GRADE 5	14.7064	15.0832	15.4701	15.7961	16.2480	16.6993	
CLERICAL GRADE 6	15.3729	15.7673	16.1718	16.5479	17.0622	17.5764	
CLERICAL GRADE 7	16.0339	16.4447	16.8664	17.2805	17.8828	18.4849	
COMMUNICATION OPERATOR	13.8249	14.1796	14.5427	14.7866	15.1318	15.3486	15.8730
COMMUNICATION OPERATOR SR	14.1161	14.4782	14.8492	15.1557	15.4897	15.7066	16.2558
COOK A	15.1498	15.5381	15.9369	16.3272	16.7183		
COOK IN CHARGE (SR)	15.8007	16.2058	16.6215	17.0126	17.4030		
CT SCHEDULING ASSISTANT	14.1371	14.4994	14.8712	15.1480	15.5491	15.9506	
CUSTODIAN/WATCHMAN	14.6218	14.9967	15.3811	15.7570	16.1341		
CYTO-HISTO TECHNOL SUPV	31.2881	32.1115	32.9346	34.3162	35.4479	36.1124	
CYTOLOGY TECHNOL CHIEF	30.2629	31.0593	31.8550	32.5193	33.5058	34.5130	
CYTOTECHNOLOGIST I	26.8566	27.5634	28.2706	28.6445	29.6519	30.6385	
CYTOTECHNOLOGIST II	27.7452	28.4754	29.2053	29.7667	30.7530	31.8433	
CYTOTECHNOLOGIST III	28.6927	29.4477	30.2027	30.8671	31.9992	33.1109	
DARK ROOM TECHNICIAN	14.2418	14.6070	14.9816	15.2702	15.7970	16.1737	
DEPARTMENT SECRETARY	15.2040	15.5937	15.9938	16.2913	16.7225	17.1545	

**WAGE RATES EFFECTIVE OCTOBER 5, 2003  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
DIAG ULTRASONOGRAPHER I	25.7437	26.4210	27.0986	27.5258	28.1340	29.1020	
DIAG ULTRASONOGRAPHER II	27.5459	28.2706	28.9955	29.8209	31.2269	32.7242	34.0390
DIAG ULTRASONOGRAPHER III	28.9232	29.6841	30.4452	31.3121	32.7884	34.3604	35.7415
DIAG ULTRASONOGRAPHER SUPVR	31.1496	31.9685	32.7884	34.2655	35.7416	37.3206	38.6937
DIAG ULTRASONOGRAPHER TRAINEE	22.6121						
EEG TECHNOLOGIST I	17.0428	17.4799	17.9284	18.4128	19.2849	20.0602	
EEG TECHNOLOGIST II	18.0565	18.5193	18.9946	19.4788	20.4479	21.4166	
EKG TECHNICIAN	16.2781	16.6953	17.1234	17.6192	18.3328	18.8598	
EKG TECHNICIAN SR	16.9843	17.4198	17.8666	18.4058	19.2741	19.9451	
EMERGENCY DEPT TECH I	14.2834	14.6498	15.0249	15.3691	15.7128	15.9931	
EMERGENCY DEPT TECH II	16.8948	17.3280	17.7724	18.2124	18.6954	19.1354	
GARDENER	15.0070	15.3918	15.7863	16.1698	16.5535		
GARDENER – SENIOR	16.1770	16.5920	17.0170	17.4041	17.7875		
HISTOLOGIC TECH I	21.0957	21.6508	22.2061	22.6593	23.0173	23.3196	
HISTOLOGIC TECH II	22.8274	23.4284	24.0287	24.6520	25.0670	25.3503	
HISTOLOGIC TECH TRAINEE	17.6563	18.1204	18.5854	18.8963	19.3373	19.7788	
HISTOLOGIC TECHNICIAN SUPV	25.2581	25.9232	26.5878	27.2490	27.7778	28.1740	
HOME HEALTH AIDE	14.2392	14.6041	14.9787	15.3177	15.6690	15.9822	
HOMEMAKER	8.9069						
HOUSEKEEPING AIDE	13.6568	14.0067	14.3659	14.7426	15.1188		
HOUSEKEEPING HEAD AIDE	14.0143	14.3737	14.7426	15.1188	15.4949		
INVASIVE CARDIO SPECIALIST	27.9501	28.7886	29.6521	30.3933	31.1533	31.9317	
LABORATORY ASSISTANT I	14.2120	14.5762	14.9504	15.2006	15.5554	15.9103	
LABORATORY ASSISTANT II	14.8107	15.1908	15.5806	15.8284	16.2901	16.7111	
LABORATORY ASSISTANT III	15.0612	15.4474	15.8433	16.1330	16.5533	16.9739	
LABORATORY ASSISTANT SR	15.4070	15.8023	16.2074	16.5491	17.0227	17.4954	
LICENSED VOCL NURSE	18.4923	18.9790	19.4655	19.9384	20.3975	20.8561	21.3153
LICENSED VOC NURSE SR	19.3134	19.8213	20.3297	20.8031	21.2619	21.7203	22.1791
LIFT TECHNICIAN	14.0339	14.3936	14.7627	15.1013	15.4528	15.7667	
LINEN ROOM SUPERVISOR	14.0143	14.3737	14.7426	15.1188	15.4949		
MEDICAL ASSISTANT	14.2834	14.6498	15.0249	15.3691	15.7128	15.9931	
MEDICAL ASSISTANT SR	14.6465	15.0219	15.4072	15.7506	16.0943	16.3746	
MEDICAL LEGAL SPEC SAC ONLY	17.2773	17.7216	18.1667	18.6973	19.2714	19.8443	

**WAGE RATES EFFECTIVE OCTOBER 5, 2003  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
MEDICAL RECORD CODER I	17.6162	18.0794	18.5431	18.9337	19.4751	20.0165	
MEDICAL RECORD CODER II	19.0156	19.5162	20.0165	20.4367	21.0210	21.6033	

MEDICAL SECRETARY	18.0433	18.5184	18.9931	19.5598	20.1725	20.7842	
MEDICAL SECRETARY SR	18.9451	19.4442	19.9427	20.5378	21.1811	21.8235	
MEDICAL SECRETARY TRAINEE	14.5429	14.9156	15.2980	15.5828	15.9956	16.4085	
MESSENGER DRIVER	13.7757	14.1291	14.4914	14.7426	14.9309		
MESSENGER DRIVER SR	14.5924	14.9664	15.3507	15.6016	15.7892		
MONITOR TECHNICIAN	15.0249	15.4020	15.7872	16.1086	16.4492	16.8462	
MRI TECHNOLOGIST I	26.7987	27.3347	27.8815	28.4388	28.9914		
MRI TECHNOLOGIST II	28.6469	29.2199	29.8041	30.4002	31.0084	31.6285	
MRI TECHNOLOGIST SUPVR	30.4953	31.1047	31.7270	32.3617	33.0089	33.6691	
MRI TECHNOLOGIST TRAINEE	24.4612	24.9506	25.4495				
NUCLEAR MED TECH SUPV	28.5412	29.2922	30.0434	30.9158	31.8280	32.7007	
NUCLEAR MEDICINE TECH I	25.8210	26.5002	27.1802	28.0529	28.9644	29.8367	
NUCLEAR MEDICINE TECH II	27.4056	28.1270	28.8480	29.7207	30.6328	31.5054	
NURSE ASSISTANT	14.1681	14.5312	14.9038	15.2460	15.6006	15.9176	
NURSE ASSISTANT SR	14.3242	14.6918	15.0686	15.4101	15.7401	16.0815	
NUTRITION AIDE	13.5017	13.8476	14.2024	14.7387	15.0958		
NUTRITION CLERK	13.6713	14.0220	14.3814	14.9177	15.2747		
NUTRITION CLERK - SENIOR	14.0055	14.3557	14.7155	15.2517	15.6086		
OB TECHNICIAN	14.9237	15.3063	15.6986	16.0878	16.5142	16.9030	
OB TECHNICIAN SR	15.2812	15.6731	16.0754	16.4644	16.8907	17.2797	
OCCUPNL THERP ASST I CERT	17.2997	17.7431	18.1980	18.6387	19.1214	19.5618	
OCCUPNL THERP ASST II CERT	18.3377	18.8076	19.2902	19.7573	20.2686	20.7355	
OPHTHALMIC PHOTOGRAPHER	18.5637	19.0396	19.5280	19.9874	21.5188	23.0509	
OPHTHALMIC TECH II CERT	20.8064	21.3397	21.8868	23.0386	24.1908	25.3429	26.4944
OPHTHALMIC TECHNICIAN	19.8155	20.3237	20.8445	21.9415	23.0390	24.1360	25.2330
ORTHOPEDIC TECHNICIAN	16.8948	17.3280	17.7724	18.2124	18.6954	19.1354	
ORTHOPEDIC TECHNICIAN SR	17.2997	17.7431	18.1980	18.6387	19.1214	19.5618	
PACEMAKER TECHNICIAN	17.5158	17.9333	18.3614	18.8570	19.5705	20.0976	
PACEMAKER TECHNICIAN SR	18.2223	18.6577	19.1044	19.6438	20.5120	21.1830	
PATHOLOGY TECH ASST	16.1908	16.6060	17.0316	17.4536	17.9165	18.3380	
PATHOLOGY TECH ASST SR	16.5790	17.0040	17.4402	17.8622	18.3247	18.7467	
PATIENT TRANSPORTATION AIDE	13.3261	13.6675	14.0181	14.2315	14.5202	14.8090	

**WAGE RATE EFFECTIVE OCTOBER 5, 2003  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
PHARMACY INTERN	15.9244	16.3326	16.7517	17.0629	17.5154	17.9675	
PHARMACY TECH OUTPATIENT	15.5284	15.9267	16.3349	16.6344	17.0688	17.5033	
PHARMACY TECH INPATIENT	16.1560	16.5703	16.9952	17.3064	17.7587	18.2108	
PHYSICAL THERAPY AIDE	13.6345	13.9845	14.3430	14.5812	14.9199	15.2587	



PHYSICAL THERAPY AIDE SR	14.2059	14.5704	14.9441	15.2201	15.6214	16.0231	
PHYSICAL THERAPY ASST I	18.7701	19.2514	19.7449	20.2230	20.7466	21.2245	
PHYSICAL THERAPY ASST II	19.8964	20.4064	20.9299	21.4366	21.9916	22.4980	
PHYSICAL THERAPY TECH SR	15.2812	15.6731	16.0754	16.4644	16.8907	17.2797	
PHYSICAL THERAPY TECHNICIAN	14.9237	15.3063	15.6986	16.0878	16.5142	16.9030	
PROJECTOR OPERATOR	17.0931	17.5351	17.9786				
PROJECTOR OPERATOR	13.8117	14.1663	14.5288	14.9055	15.2816		
PSYCHIATRIC ATTENDANT	15.7712	16.1864	16.6011	17.0096	17.4182	17.8127	
PSYCHIATRIC TECHNICIAN	18.2307	18.7106	19.1901	19.6562	20.1088	20.5609	21.0135
PSYCHIATRIC TECHNICIAN SR	19.0400	19.5409	20.0420	20.5089	20.9611	21.4130	21.8654
RADIOLOGIC TECH I	21.3866	21.9488	22.5118	22.8672	23.3719		
RADIOLOGIC TECH II	22.6660	23.2623	23.8590	24.3993	25.1596		
RADIOLOGIC TECH III	23.6527	24.2756	24.8980	25.6071	26.8145	28.0223	29.2293
RADIOLOGIC TECH LIMITED	20.4099	20.9464	21.4838	21.8232	22.3048		
RADIOLOGIC TECHNOL SUPV	25.4738	26.1437	26.8145	28.0223	29.2293	30.4362	31.6440
REG RESPIRATORY THER TECH I	22.8278	23.4286	24.0288	24.4953	25.0788	25.6618	
REG RESPIRATORY THER TECH II	24.0466	24.6795	25.3121	25.8954	26.8289	27.9950	29.1612
RESP CARE PRACTITIONER I	21.7408	22.3129	22.8848	23.3292	23.8844	24.4402	
RESP CARE PRACTITIONER II	22.9013	23.5041	24.1068	24.6625	25.5513	26.6619	27.7726
RESP CARE PRACTITIONER SUPV	25.2490	25.9131	26.5776	27.1903	28.1701	29.3947	30.6195
RESPIRATORY CARE PERMITTEE	19.5667						
RESPIRATORY SUPPLY AIDE	14.0339	14.3936	14.7627	15.1013	15.4528	15.7667	
RESPIRATORY SUPPLY AIDE SR	14.2749	14.6409	15.0164	15.2929	15.6941	16.0955	
SERVICE PARTNER	13.6568	14.0067	14.3659	14.7423	15.1188		
STERILE PROC TECH CERT SR	15.7862	16.1907	16.6061	16.9873	17.3821	17.7351	
STERILE PROC TECH II CERT	15.1787	15.5679	15.9673	16.3340	16.7137	17.0530	
STERILE PROCESSING TECH I	14.5952	14.9691	15.3532	15.7056	16.0709	16.3970	
STOREKEEPER	13.8117	14.1663	14.5288	14.9055	15.2816		
STOREKEEPER CHIEF	15.4761	15.8726	16.2797	16.7211	17.1044		
STOREKEEPER I	14.0722	14.4330	14.8033	15.1864	15.5702		
STOREKEEPER II	14.2986	14.6652	15.0413	15.4221	15.9473		

**WAGE RATES EFFECTIVE OCTOBER 5, 2003  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
SURGICAL ASSISTANT CERT	19.0201	19.5079	20.0084	20.5263	21.1425	21.8555	
SURGICAL ASST TRAINEE	17.9931						
SURGICAL ASST.	18.5564	19.0322	19.5201	20.0256	20.6270	21.3225	
SURGICAL TECHNICIAN	17.2993	17.7425	18.1975	18.6482	19.1427	19.5932	
SURGICAL TECHNICIAN SR	17.7136	18.1676	18.6334	19.0846	19.5788	20.0300	
UNIT ASSISTANT	14.5697	14.9431	15.3263	15.6462	15.9846	16.3793	



UNIT ASSISTANT SR	14.8715	15.2626	15.6543	15.9454	16.3675	16.7904
VISION SERVICES ASST I	14.2834	14.6498	15.0249	15.3691	15.7128	15.9931
VISION SERVICES ASST II	14.7853	15.1642	15.5530	15.9092	16.2650	16.5547
YARDKEEPER	13.6683	14.0191	14.3784	14.7551	15.1311	

**WAGE RATES EFFECTIVE OCTOBER 3, 2004  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
ALLRGY ASST SUPV CENTRL LAB	17.1631	17.4289	17.8759	18.2823	18.8990	19.4739	
ALLERGY TECHNICIAN	16.0784	16.4908	16.9136	17.2395	17.7058	18.1593	
ALLERGY TECHNICIAN SR	16.7307	17.1595	17.5997	17.9821	18.5057	19.0152	
ALLERGY TECHNICIAN TRAINEE	15.2532	15.6444	16.0456	16.3426	16.7512	17.1355	
ANESTHESIA SUPPLY AIDE	14.5953	14.9693	15.3532	15.7054	16.0709	16.3974	
ANESTHESIA SUPPLY AIDE SR	14.8459	15.2265	15.6171	15.9046	16.3219	16.7393	
ANESTHESIA TECH ASST SR	17.2593	17.7020	18.1553	18.6056	19.0990	19.5485	
ANESTHESIA TECH ASST	16.8384	17.2703	17.7128	18.1517	18.6332	19.0716	
BONE DENSITOMETRY TECH	16.9292	17.3631	17.8083	18.3240	19.0661	19.6142	
CARDIOVASCULAR TECH	21.1369	21.6787	22.2346	23.0589	24.2933	25.5289	
CARDIOVASCULAR TECH SR	22.7024	23.2847	23.8817	24.7052	25.9402	27.1754	
CARE PARTNER	14.7348	15.1124	15.5000	15.8558	16.2246	16.5541	
CENTRAL SUPPLY TECHNICIAN	14.5953	14.9693	15.3532	15.7054	16.0709	16.3974	
CLERICAL GRADE 1	13.5386	13.8859	14.2416	14.4635	14.7643	15.0640	
CLERICAL GRADE 2	14.1079	14.4698	14.8405	15.0892	15.4416	15.7939	
CLERICAL GRADE 3	14.4051	14.7746	15.1532	15.4660	15.8068	16.1917	
CLERICAL GRADE 4	14.7026	15.0794	15.4660	15.7539	16.1711	16.5886	
CLERICAL GRADE 5	15.2947	15.6865	16.0889	16.4279	16.8979	17.3673	
CLERICAL GRADE 6	15.9878	16.3980	16.8187	17.2098	17.7447	18.2795	
CLERICAL GRADE 7	16.6753	17.1025	17.5411	17.9717	18.5981	19.2243	
COMMUNICATION OPERATOR	14.3779	14.7468	15.1244	15.3781	15.7371	15.9625	16.5079
COMMUNICATION OPERATOR SR	14.6807	15.0573	15.4432	15.7619	16.1093	16.3349	16.9060
COOK A	15.7558	16.1596	16.5744	16.9803	17.3870		
COOK IN CHARGE (SR)	16.4327	16.8540	17.2864	17.6931	18.0991		
CT SCHEDULING ASSISTANT	14.7026	15.0794	15.4660	15.7539	16.1711	16.5886	
CUSTODIAN/WATCHMAN	15.2067	15.5966	15.9963	16.3873	16.7795		
CYTO-HISTO TECHNOL SUPVR	32.5396	33.3960	34.2520	35.6888	36.8658	37.5569	
CYTOLOGY TECHNOL CHIEF	31.4734	32.3017	33.1292	33.8201	34.8460	35.8935	
CYTOTECHNOLOGIST I	27.9309	28.6659	29.4014	29.7903	30.8380	31.8640	
CYTOTECHNOLOGIST II	28.8550	29.6144	30.3735	30.9574	31.9831	33.1170	
CYTOTECHNOLOGIST III	29.8404	30.6256	31.4108	32.1018	33.2792	34.4353	
DARK ROOM TECHNICIAN	14.8115	15.1913	15.5809	15.8810	16.4289	16.8206	
DEPARTMENT SECRETARY	15.8122	16.2174	16.6336	16.9430	17.3914	17.8407	

**WAGE RATES EFFECTIVE OCTOBER 3, 2004  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
DIAG ULTRASONOGRAPHER I	26.7734	27.4778	28.1825	28.6268	29.2594	30.2661	
DIAG ULTRASONOGRAPHER II	28.6477	29.4014	30.1553	31.0137	32.4760	34.0332	35.4006
DIAG ULTRASONOGRAPHER III	30.0801	30.8715	31.6630	32.5646	34.0999	35.7348	37.1712
DIAG ULTRASONOGRAPHER SUPV	32.3956	33.2472	34.0999	35.6361	37.1713	38.8134	40.2414
DIAG ULTRASNOGRPHR TRAINEE	23.5166						
EEG TECHNOLOGIST I	17.7245	18.1791	18.6455	19.1493	20.0563	20.8626	
EEG TECHNOLOGIST II	18.7788	19.2601	19.7544	20.2580	21.2658	22.2733	
EKG TECHNICIAN	16.9292	17.3631	17.8083	18.3240	19.0661	19.6142	
EKG TECHNICIAN SR	17.6637	18.1166	18.5813	19.1420	20.0451	20.7429	
EMERGENCY DEPT TECHNICIAN I	14.8547	15.2358	15.6259	15.9839	16.3413	16.6328	
EMERGENCY DEPT TECHNICIAN II	17.5706	18.0211	18.4833	18.9409	19.4432	19.9008	
GARDENER	15.6073	16.0075	16.4178	16.8166	17.2156		
GARDENER SR	16.8241	17.2557	17.6977	18.1003	18.4990		
HISTOLOGIC TECH I	21.9395	22.5168	23.0943	23.5657	23.9380	24.2524	
HISTOLOGIC TECH II	23.7405	24.3655	24.9898	25.6381	26.0697	26.3643	
HISTOLOGIC TECH TRAINEE	18.3626	18.8452	19.3288	19.6522	20.1108	20.5700	
HISTOLOGIC TECHNICIAN SUPV	26.2684	26.9601	27.6513	28.3390	28.8889	29.3010	
HOME HEALTH AIDE	14.8088	15.1883	15.5778	15.9304	16.2958	16.6215	
HOMEMAKER	9.2632						
HOUSEKEEPING AIDE	14.2031	14.5670	14.9405	15.3323	15.7236		
HOUSEKEEPING HEAD AIDE	14.5749	14.9486	15.3323	15.7236	16.1147		
INVASIVE CARDIO SPECIALIST	29.0681	29.9401	30.8382	31.6090	32.3994	33.2090	
LABORATORY ASSISTANT I	14.7805	15.1592	15.5484	15.8086	16.1776	16.5467	
LABORATORY ASSISTANT II	15.4031	15.7984	16.2038	16.4615	16.9417	17.3795	
LABORATORY ASSISTANT III	15.6636	16.0653	16.4770	16.7783	17.2154	17.6529	
LABORATORY ASSISTANT SR	16.0233	16.4344	16.8557	17.2111	17.7036	18.1952	
LICENSED VOC NURSE	19.2320	19.7382	20.2441	20.7359	21.2134	21.6903	22.1679
LICENSED VOC NURSE SR	20.0859	20.6142	21.1429	21.6352	22.1124	22.5891	23.0663
LIFT TECHNICIAN	14.5953	14.9693	15.3532	15.7054	16.0709	16.3974	
LINEN ROOM SUPERVISOR	14.5749	14.9486	15.3323	15.7236	16.1147		
MEDICAL ASSISTANT	14.8547	15.2358	15.6259	15.9839	16.3413	16.6328	
MEDICAL ASSISTANT SR	15.2324	15.6228	16.0235	16.3806	16.7381	17.0296	
MEDICAL LEGAL SPEC SAC ONLY	17.9684	18.4305	18.8934	19.4452	20.0423	20.6381	

**WAGE RATES EFFECTIVE OCTOBER 3, 2004  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
MEDICAL RECORD CODER I	18.3208	18.8026	19.2848	19.6910	20.2541	20.8172	
MEDICAL RECORD CODER II	19.7762	20.2968	20.8172	21.2542	21.8618	22.4674	

MEDICAL SECRETARY	18.7650	19.2591	19.7528	20.3422	20.9794	21.6156	
MEDICAL SECRETARY SR	19.7029	20.2220	20.7404	21.3593	22.0283	22.6964	
MEDICAL SECRETARY TRAINEE	15.1246	15.5122	15.9099	16.2061	16.6354	17.0648	
MESSENGER DRIVER	14.3267	14.6943	15.0711	15.3323	15.5281		
MESSENGER DRIVER SR	15.1761	15.5651	15.9647	16.2257	16.4208		
MONITOR TECHNICIAN	15.6259	16.0181	16.4187	16.7529	17.1072	17.5200	
MRI TECHNOLOGIST I	27.8706	28.4281	28.9968	29.5764	30.1511		
MRI TECHNOLOGIST II	29.7928	30.3887	30.9963	31.6162	32.2487	32.8936	
MRI TECHNOLOGIST SUPV	31.7151	32.3489	32.9961	33.6562	34.3293	35.0159	
MRI TECHNOLOGIST TRAINEE	25.4396	25.9486	26.4675				
NUCLEAR MED TECH SUPV	29.6828	30.4639	31.2451	32.1524	33.1011	34.0087	
NUCLEAR MEDICINE TECH I	26.8538	27.5602	28.2674	29.1750	30.1230	31.0302	
NUCLEAR MEDICINE TECH II	28.5018	29.2521	30.0019	30.9095	31.8581	32.7656	
NURSE ASSISTANT	14.7348	15.1124	15.5000	15.8558	16.2246	16.5543	
NURSE ASSISTANT SR	14.8972	15.2795	15.6713	16.0265	16.3697	16.7248	
NUTRITION AIDE	14.0418	14.4015	14.7705	15.3282	15.6996		
NUTRITION CLERK	14.2182	14.5829	14.9567	15.5144	15.8857		
NUTRITION CLERK SENIOR	14.5657	14.9299	15.3041	15.8618	16.2329		
OB TECHNICIAN	15.5206	15.9186	16.3265	16.7313	17.1748	17.5791	
OB TECHNICIAN SR	15.8924	16.3000	16.7184	17.1230	17.5663	17.9709	
OCCUPNL THERP ASST I CERT	17.9917	18.4528	18.9259	19.3842	19.8863	20.3443	
OCCUPNL THERP ASST II CERT	19.0712	19.5599	20.0618	20.5476	21.0793	21.5649	
OPHTHALMIC PHOTOGRAPHER	19.3062	19.8012	20.3091	20.7869	22.3796	23.9729	
OPHTHALMIC TECH II CERT	21.6387	22.1933	22.7623	23.9601	25.1584	26.3566	27.5542
OPHTHALMIC TECHNICIAN	20.6081	21.1366	21.6783	22.8192	23.9606	25.1014	26.2423
ORTHOPEDIC TECHNICIAN	17.5706	18.0211	18.4833	18.9409	19.4432	19.9008	
ORTHOPEDIC TECHNICIAN SR	17.9917	18.4528	18.9259	19.3842	19.8863	20.3443	
PACEMAKER TECHNICIAN	18.2164	18.6506	19.0959	19.6113	20.3533	20.9015	
PACEMAKER TECHNICIAN SR	18.9512	19.4040	19.8686	20.4296	21.3325	22.0303	
PATHOLOGY TECHNICAL ASST	16.8384	17.2702	17.7129	18.1517	18.6332	19.0715	
PATHOLOGY TECHNICAL ASST SR	17.2422	17.6842	18.1378	18.5767	19.0577	19.4966	
PATIENT TRANSPORTATION AIDE	13.8591	14.2142	14.5788	14.8008	15.1010	15.4014	

**WAGE RATES EFFECTIVE OCTOBER 3, 2004  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
PHARMACY INTERN	16.5614	16.9859	17.4218	17.7454	18.2160	18.6862	
PHARMACY TECH OUTPATIENT	16.1495	16.5638	16.9883	17.2998	17.7516	18.2034	
PHARMACY TECH INPATIENT	16.8022	17.2331	17.6750	17.9987	18.4690	18.9392	
PHYSICAL THERAPY AIDE	14.1799	14.5439	14.9167	15.1644	15.5167	15.8690	



PHYSICAL THERAPY AIDE SR	14.7741	15.1532	15.5419	15.8289	16.2463	16.6640	
PHYSICAL THERAPY ASST I	19.5209	20.0215	20.5347	21.0319	21.5765	22.0735	
PHYSICAL THERAPY ASST II	20.6923	21.2227	21.7671	22.2941	22.8713	23.3979	
PHYSICAL THERAPY TECH SR	15.8924	16.3000	16.7184	17.1230	17.5663	17.9709	
PHYSICAL THERAPY TECHNICIAN	15.5206	15.9186	16.3265	16.7313	17.1748	17.5791	
PROJECTOR OPERATOR	17.7768	18.2365	18.6977				
PROJECTOR OPERATOR	14.3642	14.7330	15.1100	15.5017	15.8929		
PSYCHIATRIC ATTENDANT	16.4020	16.8339	17.2651	17.6900	18.1149	18.5252	
PSYCHIATRIC TECHNICIAN	18.9599	19.4590	19.9577	20.4424	20.9132	21.3833	21.8540
PSYCHIATRIC TECHNICIAN SR	19.8016	20.3225	20.8437	21.3293	21.7995	22.2695	22.7400
RADIOLOGIC TECH I	22.2421	22.8268	23.4123	23.7819	24.3068		
RADIOLOGIC TECH II	23.5726	24.1928	24.8134	25.3753	26.1660		
RADIOLOGIC TECH III	24.5988	25.2466	25.8939	26.6314	27.8871	29.1432	30.3985
RADIOLOGIC TECH LIMITED	21.2263	21.7843	22.3432	22.6961	23.1970		
RADIOLOGIC TECHNOL SUPV	26.4928	27.1894	27.8871	29.1432	30.3985	31.6536	32.9098
REG RESPIRATORY THER TECH I	23.7409	24.3657	24.9900	25.4751	26.0820	26.6883	
REG RESPIRATORY THER TECH II	25.0085	25.6667	26.3246	26.9312	27.9021	29.1148	30.3276
RESP CARE PRACTITIONER I	22.6104	23.2054	23.8002	24.2624	24.8398	25.4178	
RESP CARE PRACTITIONER II	23.8174	24.4443	25.0711	25.6490	26.5734	27.7284	28.8835
RESP CARE PRACTITIONER SUPV	26.2590	26.9496	27.6407	28.2779	29.2969	30.5705	31.8443
RESPIRATORY CARE PERMITTEE	20.3494						
RESPIRATORY SUPPLY AIDE	14.5953	14.9693	15.3532	15.7054	16.0709	16.3974	
RESPIRATORY SUPPLY AIDE SR	14.8459	15.2265	15.6171	15.9046	16.3219	16.7393	
SERVICE PARTNER	14.2031	14.5670	14.9405	15.3320	15.7236		
STERILE PROC TECH CERT SR	16.4176	16.8383	17.2703	17.6668	18.0774	18.4445	
STERILE PROC TECH II CERT	15.7858	16.1906	16.6060	16.9874	17.3822	17.7351	
STERILE PROCESSING TECH I	15.1790	15.5679	15.9673	16.3338	16.7137	17.0529	
STOREKEEPER	14.3642	14.7330	15.1100	15.5017	15.8929		
STOREKEEPER CHIEF	16.0951	16.5075	16.9309	17.3899	17.7886		
STOREKEEPER I	14.6351	15.0103	15.3954	15.7939	16.1930		
STOREKEEPER II	14.8705	15.2518	15.6430	16.0390	16.5852		
SURGICAL ASSISTANT CERT	19.7809	20.2882	20.8087	21.3474	21.9882	22.7297	
SURGICAL ASST TRAINEE	18.7128						
SURGICAL ASST.	19.2987	19.7935	20.3009	20.8266	21.4521	22.1754	

**WAGE RATES EFFECTIVE OCTOBER 3, 2004  
STRUCTURE B2**

<u>Job Title</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>
SURGICAL TECHNICIAN	17.9913	18.4522	18.9254	19.3941	19.9084	20.3769	
SURGICAL TECHNICIAN SR	18.4221	18.8943	19.3787	19.8480	20.3620	20.8312	
UNIT ASSISTANT	15.1525	15.5408	15.9394	16.2720	16.6240	17.0345	
UNIT ASSISTANT SR	15.4664	15.8731	16.2805	16.5832	17.0222	17.4620	
VISION SERVICES ASST I	14.8547	15.2358	15.6259	15.9839	16.3413	16.6328	
VISION SERVICES ASST II	15.3767	15.7708	16.1751	16.5456	16.9156	17.2169	

YARDKEEPER

14.2150 14.5799 14.9535 15.3453 15.7363

**WAGE RATES EFFECTIVE OCTOBER 8, 2000  
FRESNO STRUCTURE**

<u>Job Title</u>	<u>START</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>		
HOUSEKEEPING AIDE	10.1885	10.4584	10.7185	10.9864	11.2611		
HEAD HOUSEKEEPING AIDE	10.4584	10.7185	10.9881	11.2627	11.5446		
LINEN ROOM SUPERVISOR	10.4584	10.7185	10.9881	11.2627	11.5446		
CUSTODIAN WATCHMAN	10.9109	11.1709	11.4407	11.7265	12.0197		
NUTRITION AIDE	10.0733	10.4487	10.7088	10.9764	11.2507		
NUTRITION CLERK	10.1982	10.5740	10.8340	11.1047	11.3825		
COOK A	10.8916	11.1612	11.4212	11.7068	11.9996		
COOK IN CHARGE (SR)	11.3540	11.6140	11.8837	12.1806	12.4852		
	<u>START</u>	<u>3 MOS</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>		
MESSENGER DRIVER	10.2756	10.4584	10.5932	10.8581	11.1297		
SR. MESSENGER DRIVER	10.8822	11.0649	11.1902	11.4700	11.7566		
	<u>START</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>		
GARDENER	11.1954	11.4601	11.7349	12.0283	12.3291		
SR GARDENER	12.0587	12.3333	12.5984	12.9134	13.2362		
YARDKEEPER	10.1982	10.4680	10.7281	10.9960	11.2711		
STOREKEEPER	10.3044	10.5740	10.8439	11.1148	11.3925		
STOREKEEPER I	11.2052	11.4896	11.7837	12.0786	12.3804		
STOREKEEPER II	11.3915	11.6759	12.0689	12.3703	12.6797		
CHIEF STOREKEEPER	12.3237	12.6571	12.9517	13.2754	13.6073		
	<u>START</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>	<u>60 MOS</u>	<u>72 MOS</u>
LICENSED VOCATIONAL NURSE	15.9573	16.3378	16.7062	17.0751	17.4437	17.8798	18.3269
SR. LICENSED VOCATIONAL NURSE	16.6592	17.0392	17.4080	17.7766	18.1452	18.5987	19.0636
	<u>START</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>	<u>60 MOS</u>	
CARE PARTNER	10.2376	10.8463	11.4553	12.064	12.6728	13.2814	
TRAINEE SURGICAL ASST	16.9746	17.3989	17.8339				
CERTIFIED SURGICAL ASSISTANT	17.9353	18.3937	18.9409	19.5779	20.0674	20.5692	
SURGICAL ASST.	17.4978	17.9449	18.4788	19.1004	19.5779	20.0674	
EMERGENCY DEPT TECHNICIAN I	11.3705	11.6310	11.8916	12.1033	12.4058	12.716	
EMERGENCY DEPT TECHNICIAN II	15.9387	16.3311	16.7566	17.1491	17.5776	18.0172	
ORTHOPEDIC TECHNICIAN	15.9387	16.3311	16.7566	17.1491	17.5776	18.0172	
SR. ORTHOPEDIC TECHNICIAN	16.3203	16.7128	17.138	17.5304	17.9686	18.4179	

**WAGE RATES EFFECTIVE OCTOBER 8, 2000  
FRESNO STRUCTURE**

	<u>START</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>	<u>60 MOS</u>
SURGICAL TECHNICIAN	15.9387	16.3311	16.7566	17.1491	17.5776	18.0172
SR. SURGICAL TECHNICIAN	16.3203	17.1126	17.548	17.9498	18.3984	18.8585
	<u>START</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>	<u>60 MOS</u>
OB TECHNICIAN	14.0792	14.4258	14.8014	15.1482	15.5269	15.9152
SR. OB TECHNICIAN	14.4162	14.7630	15.1386	15.4852	15.8723	16.2694
PSYCHIATRIC TECHNICIAN	15.4229	15.7908	16.1468	16.5034	16.8597	17.2813
SR PSYCHIATRIC TECHNICIAN	16.1013	16.4687	16.8252	17.1814	17.5376	17.9761
PATHOLOGY TECHNICAL ASST	15.2745	15.6507	16.0583	16.4343	16.8453	17.2666
SR PATHOLOGY TECHNICAL ASST	15.6402	16.0164	16.4240	16.8003	17.2199	17.6507
NURSE ASSISTANT	10.2376	10.4710	10.7142	10.9278	11.2010	11.4811
SR. NURSE ASSISTANT	10.3445	10.5878	10.8113	11.0444	11.3207	11.6037
CENTRAL SUPPLY TECHNICIAN	10.1406	10.3717	10.6126	10.8242	11.0949	11.3723
STERILE PROCESSING TECH I	10.5461	10.7865	11.0371	11.2574	11.5386	11.8271
CERTIFIED STERILE PROC TECH II	10.9680	11.2181	11.4787	11.7074	12.0003	12.3003
SR CERTIFIED STERILE PROC TECH	11.4066	11.6669	11.9377	12.176	12.4801	12.7922
ANESTHESIA SUPPLY AIDE	10.1406	10.3717	10.6126	10.8242	11.0949	11.3723
SR. ANESTHESIA SUPPLY AIDE	10.3137	10.5065	10.7762	11.0458	11.3217	11.6049
ANESTHESIA TECHNICAL ASST	11.7023	11.9689	12.2470	12.5129	12.8589	13.2260
RESPIRATORY SUPPLY AIDE	10.1406	10.3717	10.6126	10.8242	11.0949	11.3723
SR. RESPIRATORY SUPPLY AIDE	10.3137	10.5065	10.7762	11.0458	11.3217	11.6049
HOME HEALTH AIDE	10.2848	10.5258	10.7567	10.9689	11.2431	11.5243
	<u>START</u>	<u>2 MOS</u>	<u>14 MOS</u>	<u>26 MOS</u>	<u>38 MOS</u>	<u>50 MOS</u>
MEDICAL ASSISTANT	11.3705	11.6310	11.8916	12.1033	12.4801	12.7160
SR MEDICAL ASSISTANT	11.6596	11.9182	12.1781	12.3900	12.7000	13.0175
	<u>START</u>	<u>3 MOS</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>
UNIT ASSISTANT	11.5155	11.7485	12.0022	12.2963	12.6038	12.9188
SR. UNIT ASSISTANT	11.8501	12.0631	12.3875	12.7015	13.019	13.3444
MONITOR TECHNICIAN	11.8319	12.0650	12.3190	12.6157	12.9257	13.2422
PATIENT TRANSPORTATION AIDE	10.5355	10.6893	10.9012	11.0747	11.3518	11.6354
PHYSICAL THERAPY AIDE	10.8532	11.0360	11.2865	11.6705	11.9621	12.2613
SR PHYSICAL THERAPY AIDE	11.3058	11.5176	11.8158	12.1245	12.4276	12.7381

**WAGE RATES EFFECTIVE OCTOBER 8, 2000  
FRESNO STRUCTURE**



	<u>START</u>	<u>1 YEAR</u>	<u>2YEARS</u>	<u>3YEARS</u>	<u>4YEARS</u>
SERVICE PARTNER	10.1885	10.4584	10.7185	10.9864	11.2611

	<u>START</u>	<u>1 YEAR</u>	<u>2YEARS</u>	<u>3YEARS</u>	<u>4YEARS</u>	<u>5YEARS</u>
ADMINISTRATIVE PARTNER	11.4193	11.6242	11.9370	12.2963	12.6038	12.9188
SR ADMINISTRATIVE PARTNER	11.6475	11.8567	12.1758	12.5422	12.8558	13.1771

	<u>START</u>	<u>2 MOS</u>	<u>14 MOS</u>	<u>26 MOS</u>	<u>38 MOS</u>	<u>50 MOS</u>
SR VISION SERVICES ASST	12.0645	12.3407	12.6171	12.8418	13.1629	13.4919
VISION SERVICES ASST I	11.3705	11.631	11.8916	12.1033	12.4058	12.7160
VISION SERVICES ASST II	11.7703	12.0398	12.3094	12.5286	12.8418	13.1629

	<u>START</u>	<u>3 MOS</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>
CLERICAL GRADE 1	10.3622	10.5258	10.7472	10.9689	11.2431	11.5243
CLERICAL GRADE 2	10.7954	10.9781	11.2382	11.4888	11.776	12.0704
CLERICAL GRADE 3	11.0265	11.2577	11.5079	11.7872	12.0819	12.3841
CLERICAL GRADE 4	11.2577	11.4597	11.7681	12.0665	12.3681	12.6773
CLERICAL GRADE 5	11.7103	11.9608	12.2978	12.6347	12.9506	13.2746
CLERICAL GRADE 6	12.2402	12.519	12.9139	13.2991	13.6317	13.9721
CLERICAL GRADE 7	12.7602	13.0778	13.5303	13.9831	14.3325	14.6907

	<u>START</u>	<u>3 MOS</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>
MEDICAL SECRETARY TRAINEE	11.5809	11.7887	12.1059	12.4129	12.7232	13.0413
MEDICAL SECRETARY	12.9018	13.2823	13.6936	14.1050	14.4574	14.8190
SR MEDICAL SECRETARY	13.5468	13.9464	14.3782	14.8100	15.1803	15.5599

	<u>START</u>	<u>3 MOS</u>	<u>12 MOS</u>	<u>21 MOS</u>	<u>30 MOS</u>	<u>42 MOS</u>	<u>54 MOS</u>
COMMUNICATION OPERATOR	10.9338	11.1883	11.4533	11.6103	12.0128	12.3131	12.6211
SR COMMUNICATION OPERATOR	11.2376	11.4731	11.7281	11.8952	12.2974	12.6048	12.9199

	<u>START</u>	<u>3 MOS</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>	<u>60 MOS</u>
MEDICAL RECORD CODER I	13.2346	13.6258	14.0375	14.4687	14.6977	15.0349	15.7615
MEDICAL RECORD CODER II	14.1960	14.6146	15.0670	15.5051	15.7454	16.154	16.5902

	<u>START</u>	<u>3 MOS</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>
CYTOTECHNOLOGIST I	21.1306	21.4048	22.3620	23.0965	23.8909	24.4885
CYTOTECHNOLOGIST II	21.8347	22.2524	23.1926	24.0114	24.8375	25.4586
CYTOTECHNOLOGIST III	22.5623	23.0633	24.1202	24.9509	25.8092	26.4544
CHIEF CYTOLOGY TECHNOLOGIST	23.7912	24.2928	25.2519	26.0105	26.9053	27.5781
SUPV CYTO-HISTO TECHNOLOGIST	24.5908	25.6167	26.6970	27.2028	28.1388	28.8420

## WAGE RATES EFFECTIVE OCTOBER 8, 2000

## FRESNO STRUCTURE

<u>START</u>	<u>3 MOS</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>
--------------	--------------	---------------	---------------	---------------	---------------

NUCLEAR MEDICINE TECH I	22.2768	22.9856	23.6746	24.4296	25.0634	25.6898
NUCLEAR MEDICINE TECH II	23.6333	24.3420	25.0875	25.7961	26.4410	27.1020
SUPV NUCLEAR MED TECH	24.6108	25.2458	26.0650	26.7740	27.4433	28.1294

	<u>START</u>	<u>3 MOS</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>	<u>60 MOS</u>
RESPIRATORY CARE PERMITTEE	14.8583	15.3128					
REG RESPIRATORY THERAPY TECH I	17.3347	17.6680	18.0815	18.5073	18.9699	19.4440	
REG RESPIRATORY THERAPY TECH II	18.2541	18.6680	19.3464	20.1738	20.8751	21.3968	21.9318
RESP CARE PRACTITIONER I	16.5091	16.8266	17.2206	17.6259	18.0665	18.5183	0
RESP CARE PRACTITIONER II	17.3848	17.7790	18.4252	19.2133	19.8810	20.3778	20.8873
SUPV RESP CARE PRACTITIONER	19.1667	19.6014	20.3136	21.1826	21.9188	22.4666	23.0283

	<u>START</u>	<u>3 MOS</u>	<u>12MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>
PHYSICAL THERAPY ASST I	15.8033	16.1817	16.5960	16.9741	17.3983	17.8334
PHYSICAL THERAPY ASST II	16.7515	17.1526	17.5915	17.9924	18.4423	18.9035
PHYSICAL THERAPY TECHNICIAN	14.0792	14.4258	14.8014	15.1482	15.5269	15.9152
SR. PHYSICAL THERAPY TECH.	14.4162	14.7630	15.1386	15.4852	15.8723	16.2694

	<u>START</u>	<u>3 MOS</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>
OCCUPATIONL THER ASST CERT I						
OCCUPATIONL THER ASST CERT II						

	<u>START</u>	<u>6 MOS</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>		
RADIOLOGIC TECH I	18.1959	18.4851	18.8946	19.3668	19.8510		
	<u>START</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>	<u>60 MOS</u>	<u>72 MOS</u>
RADIOLOGIC TECH II	19.2798	19.7255	20.3278	20.8358	21.3570		
RADIOLOGIC TECH III	20.1110	20.6768	21.6525	22.6157	23.5910	24.1810	24.7855
SUPV. RADIOLOGIC TECHNOLOGIST	21.6525	22.6157	23.5910	24.5546	25.5181	26.1560	26.8098

	<u>START</u>	<u>3 MOS</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>
TRAINEE ALLERGY TECHNICIAN	12.3701	12.6002	12.9134	13.206	13.5361	13.8745
ALLERGY TECHNICIAN	13.0284	13.2687	13.6342	13.9791	14.3286	14.6871
SR. ALLERGY TECHNICIAN	13.5509	13.8434	14.2403	14.6373	15.0034	15.3783
EKG TECHNICIAN	12.9865	13.3625	13.8955	14.2925	14.6498	15.016
SR EKG TECHNICIAN	13.5509	13.9583	14.6061	15.1077	15.4852	15.8723

**WAGE RATES EFFECTIVE OCTOBER 8, 2000  
FRESNO STRUCTURE**

<u>START</u>	<u>3 MOS</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>
--------------	--------------	---------------	---------------	---------------	---------------

EEG TECHNOLOGIST I	15.5570	15.9747	16.7269	17.3955	17.8304	18.2762	
EEG TECHNOLOGIST II	16.4762	16.8940	17.7299	18.5658	19.0297	19.5058	
	<u>START</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>	<u>60 MOS</u>	
MRI TECHNOLOGIST TRAINEE	20.8162	21.0176	21.3509				
MRI TECHNOLOGIST I	22.7888	23.1775	23.7633	24.2944	24.6032		
MRI TECHNOLOGIST II	24.3543	24.8949	25.9182	26.8449	27.2713	27.6210	
SUPVR MRI TECHNOLOGIST	25.9182	26.9126	27.9083	28.3606	28.8145	29.4095	
	<u>START</u>	<u>3 MOS</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>	
CARDIOVASCULAR TECH	16.9465	17.5628	18.5029	19.4328	19.9186	20.4168	
SR CARDIOVASCULAR TECHNICIAN	18.1896	18.8162	19.7569	20.6869	21.2038	21.734	
LABORATORY ASSISTANT I	11.3100	11.5013	11.7742	12.0366	12.3374	12.6458	
LABORATORY ASSISTANT II	11.7942	12.0061	12.3290	12.6415	12.9576	13.2814	
LABORATORY ASSISTANT III	11.9961	12.2079	12.5308	12.8436	13.1645	13.4938	
SR LABORATORY ASSISTANT	12.2686	12.5308	12.8837	13.237	13.5678	13.9072	
HISTOLOGIC TECH. TRAINEE	14.1854	14.417	14.7597	15.0912	15.4682	15.8550	
HISTOLOGIC TECH I	16.9252	17.2675	17.5435	17.7757	18.2203	18.6756	
HISTOLOGIC TECH II	18.3060	18.7811	19.0904	19.3113	19.7941	20.2891	
SUPV. HISTOLOGY TECHNICIAN	20.2392	20.7363	21.1342	21.4326	21.9681	22.5172	
DARK ROOM TECHNICIAN	12.5190	12.7504	13.1932	13.5016	13.8389	14.1851	
	<u>START</u>	<u>6 MOS</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>	
DIAG ULTRASONOGRAPHER I	21.5175	21.8596	22.3434	23.0986	23.6758	24.2680	
	<u>START</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>	<u>60 MOS</u>	<u>72 MOS</u>
DIAG ULTRASONOGRAPHER II	23.0236	23.6725	24.7886	25.8917	27.0087	27.6836	28.3757
DIAG ULTRASONOGRAPHER III	24.1752	24.8558	26.0281	27.1862	28.359	29.0678	29.7945
SUPV DIAG ULTRASONOGRAPHER	26.0361	26.7689	28.0314	29.7503	30.9131	31.5719	32.2555
	<u>START</u>	<u>3 MOS</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>	<u>60 MOS</u>
OPHTHALMIC PHOTOGRAPHER	13.8119	14.1356	15.2121	16.2881	16.6952	17.1130	
OPHTHALMIC TECHNICIAN	14.7315	15.5045	16.2674	17.0403	17.8134	18.2589	18.7153
CERT OPHTHALMIC TECH II	15.4679	16.2796	17.0807	17.8924	18.7039	19.1718	19.6510
	<u>START</u>	<u>3 MOS</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>	
PHARMACY INTERN	15.5987	15.8911	16.3089	16.7269	17.1450	17.5735	
INPATIENT PHARMACY TECHNICIAN	12.8621	13.0929	13.4474	13.7862	14.1309	14.4840	
OUTPATIENT PHARMACY TECH	12.3624	12.5844	12.9228	13.2509	13.5821	13.9214	

LIFT TECHNICIAN	<u>START</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>	<u>60 MOS</u>
	10.1406	10.3717	10.6126	10.8242	11.0949	11.3723
BONE DENSITOMETRY TECH HOMEMAKER	<u>START</u>	<u>3 MOS</u>	<u>12 MOS</u>	<u>24 MOS</u>	<u>36 MOS</u>	<u>48 MOS</u>
	12.9865 7.7622	13.3625	13.8955	14.2925	14.6498	15.0160



## APPENDIX E

SHIFT DIFFERENTIAL / TENURE STEP /  
EXPERIENCE CREDIT IN LIEU OF BENEFITS

I. SCHEDULE Y

Effective November 1, 1992, for the classifications listed below, evening shift differential shall be \$1.00 per hour and night shift differential shall be \$1.25 per hour.

The In Lieu of Benefits differential shall be \$1.00 per hour for the classifications listed below.

Allergy Tech  
Allergy Tech Trainee  
Anesthesia Supply Aide  
Asst. Sup. Centrl. Allrg. Lab  
Care Partner  
Central Supply Tech  
Cert. Sterile Proc Tech II  
Chief Storekeeper  
Clerical Grade 1 through 7  
Communication Operator  
Cook A, B  
Cook In Charge Sr.  
Custodian Watchman  
Dark Room Tech  
Department Secretary  
Dishwasher/Potwasher  
Fountain Attendant  
Gardener  
Head Housekeeping Aide  
Home Health Aide  
Housekeeper  
Inpatient Pharmacy Tech  
Laboratory Assistant I, II, III  
Linen Room Supervisor  
Medical Assistant  
Messenger Driver  
Nurse Assistant  
Nutrition Aide  
Nutrition Clerk  
OB Tech  
Outpatient Pharmacy Tech

Patient Transp. Aide  
Pharmacist Intern  
Physical Therapy Aide  
Physical Therapy Tech  
Psychiatric Attend (Mart.)  
Resp. Care Permittee  
Respiratory Supply Aide  
Service Partner  
Sr. Allergy Tech  
Sr. Anesthesia Supply Aide  
Sr. Cert. Sterile Proc Tech  
Sr. Communication Oper.  
Sr. Gardener  
Sr. Lab Assistant  
Sr. Medical Assistant  
Sr. Messenger Driver  
Sr. Nurse Assistant  
Sr. Nutrition Clerk  
Sr. OB Tech  
Sr. Physical Therapy Aide I  
Sr. Physical Therapy Tech  
Sr. Resp. Supply Aide  
Sr. Surgical/Supply Tech  
Sterile Processing Tech II  
Stockroom Asst. Berk.  
Storekeeper  
Storekeeper I, II  
Unit Assistant  
Vision Services Asst. I  
Watchman  
Yardkeeper

II. SCHEDULE Z

Effective November 1, 1992, for the classifications listed below, evening shift differential shall be \$1.45 per hour and night shift differential shall be \$1.95 per hour.

Effective November 1, 1992, for the classifications below, the In Lieu of Benefits differential shall be \$2.00 per hour.

Anesthesia Tech Asst.	Radiographic Film Proc. Tech
Cardiovascular Tech	Radiologic Technologist I
Certified Surgical Assistant	Radiologic Technologist II
Cert. Occupational Therapist Asst. I, II	Radiologic Technologist III
Chief Cytotechnologist	Reagent Chemist (S.F.)
Cytogenetic Tech I	Reg. Respir. Care Prac. I
Cytogenetic Tech II	Reg. Respir. Care Prac. II
Cytogenetic Tech III	Respiratory Care Prac. I
Cytogenetic Trainee	Respiratory Care Prac. II
Cytotechnologist I	Sr. Anesthesia Tech Asst.
Cytotechnologist II	Sr. Cardiovascular Tech
Cytotechnologist III	Sr. EKG Tech
Diag. Ultrason. I, II & III & Trainee	Sr. Lic. Vocational Nurse
Driver/Foreman (Berk/Liv)	Sr. Mammography Tech
EEG Tech I	Sr. Orthopedic Tech
EEG Tech II	Sr. Ortho Tech (Hayward)
EKG Technician	Sr. Pathology Tech Asst.
Histologic Tech I	Sr. Psychiatric Tech
Histologic Tech II	Sr. Surgical Tech
Histologic Tech Trainee	Supv. Cyto/Histo Tech
Licensed Vocational Nurse	Supv. Diag. Ultrasonographer
Medical Record Coder I, II	Supv. Histologic Tech
Medical Secretary	Supv. Nucl. Med. Tech
Molecular Technologist I, II, III	Supv. Radiologic Tech
M.R.I. Tech I, II & III	Supv. Resp. Care Practitioner
Nuclear Medicine Tech I	Surgical Assistant
Nuclear Medicine Tech II	Surgical Assistant Trainee
Ophthalmic Photographer	Surgical Tech
Ophthalmic Tech	Surplus Material Assistant
Ophthalmic Tech II	Truck Driver (Berk/Liv)
Orthopedic Tech	Vision Services Asst. II
Pathology Tech Asst.	Warehouse Leadman (Berk/Liv)
Physical Therapy Asst. I, II	Warehouseman (Berk/Liv)
Psychiatric Tech	

## APPENDIX F

LETTER OF AGREEMENT  
RETRAINING COMMITTEE

The Employer agrees to designate a representative who will meet, at the Union's request, to discuss efforts to be made mutually to seek government funding for retraining purposes, whenever any significant event shall make this a reasonable course of action.

## APPENDIX G

LETTER OF AGREEMENT  
BILINGUAL ASSIGNMENTS

The Employer and the Union agree that no employee shall be required to use a second language to translate or interpret. Translating and interpreting may be requested of the employee by the Employer, but compliance with such request shall be voluntary on the employee's part.

Acceptance of a posted position is voluntary and thereby waives this provision.



## APPENDIX H

EXCERPT FROM LETTER OF AGREEMENT - JULY 20, 1972

Section 2 is included for reference purposes only as cited in  
Article XI - Wage Rates, Section 9, Newly-Licensed LVNs

- 2) The conditions under which Nursing Department employees working directly with patients are eligible for reclassification to Licensed Vocational Nurse, if such licensure is obtained after the date of their employment and without having taken the prescribed school program is as follows:

Employees who obtained their licensure prior to January 1, 1968 shall be reclassified and paid at the first step rate for Licensed Vocational Nurse retroactive to the date such licensure was obtained. Such employees shall remain at the first step rate and shall not accumulate credit for progression through the LVN salary range until they satisfy the criteria established by the Employer with respect to the administration of medications. Such date shall also be the date used to commence eligibility for future tenure increases.

Employees who obtain their licensure on or after July 20, 1972 shall be reclassified and paid at the step rate for Licensed Vocational Nurse which is closest to but greater than their current rate of pay effective the date such licensure was obtained. Such employees shall remain at that step rate and shall not accumulate credit for progression through the LVN salary range until they satisfy the criteria established by the Employer with respect to the administration of medication; and further, will not progress through the Licensed Vocational Nurse step rates until such time as an LVN vacancy exists. Such date shall also be the date used to commence eligibility for future tenure increases.

In no case, however, shall an employee be eligible for reclassification to LVN if she declines to perform those duties which are permitted by State law by virtue of her licensure.

## APPENDIX I

SERVICE PERFORMANCE PAY PROGRAM - PILOT PROJECT

Lump sum service performance payments will be made as follows to eligible employees based on service performance as rated by the Kaiser Permanente Health Plan Membership for the years **1998, 1999 and 2000**.

Measurement Years: **1998, 1999 and 2000**

Performance Targets	Points Improvement	Payout Percentage
Threshold	2	1.5%
Target	3	2.0%
Stretch	4	2.5%

Performance Measurement:

The measurement instrument shall be the Kaiser Permanente Member and Patient Surveys to the following questions:

Thinking of your experiences in the past 12 months, how would you rate Kaiser Permanente on providing you with:

- Personal and responsive service
- Convenient and easy access

The percent of "very good" and "excellent" response ratings to these questions shall determine the year-end score for the measurement year. Points of improvement shall be determined by subtracting the prior year's year-end score from the measurement year's year-end score.

The percent of "very good" and "excellent" response ratings to these questions shall determine the year-end score for the measurement year. Points of improvement shall be determined by subtracting the prior year's year-end score from the measurement year's year-end score.

Payment Formula:

Eligible employees shall receive the percentage payout in accordance with the above schedule based upon the regional points of improvement. To determine the lump-sum payment, the payout percentage shall be multiplied by the employee's total wage compensation for the measurement year(s).

Eligible Employee:

An eligible employee is an employee on the Kaiser Permanente payroll on March 1 following the measurement year and who has completed 300 hours of work in the measurement year.

**Payment Date:**

The first pay period after April 1 following the measurement year.

**Kaiser Permanente Member and Patient Surveys:**

The Employer reserves the right to modify, add or delete questions on the surveys or to modify the computation for all questions except for the survey question of:

Thinking of your experiences in the past 12 months, how would you rate Kaiser Permanente on providing you with:

- Personal and responsive service
- Convenient and easy access.

The administration of the surveys and survey processes shall be determined by Kaiser Permanente.

**DEFINITIONS:****Measurement Instrument:**

The Kaiser Permanente Member and Patient Surveys year-end results

**Survey Questions:**

- Personal and responsive service
- Convenient and easy access

**Response Ratings:**

Percent of responses within the categories of "very good" and "excellent" for the above two survey questions

**Measurement Year:**

January 1-December 31, **1998, 1999 and 2000**

**Payment Date:**

The first pay period after April 1 following the measurement year

**Year-end Score:**

The response ratings for the years ending **1998, 1999 and 2000**

**Points of Improvement:**

The amount by which the measurement year's year-end score exceeds the prior year's year-end score.

Ex: [Year-end **1998** score] - [Year-end **1997** score] = Points of improvement for **1998**

**Performance Targets:**

Designates the points of improvement at the end of the measurement year for the survey questions.

**Performance Target Categories:**

- Threshold
- Target
- Stretch

**Payout Percentage:**

The percent of lump-sum payment that corresponds to the performance targets.

**Payment Formula:**

The payout percentage designated by the performance targets multiplied by an employee's total wage compensation for a measurement year.

**Eligible Employee:**

An employee on the payroll as of March 1 following the measurement year and who has completed 300 hours of work in the measurement year.



## APPENDIX J

JOINT TRAINING INSTITUTE ON UNION/MANAGEMENT RELATIONS (PILOT)

The parties agree to establish a region-wide joint Training Institute. A Board shall be established for this Institute and shall consist of five (5) management representatives and five (5) employee representatives and shall meet as necessary beginning in the first quarter of 1997. Employee representatives shall be designated by the Union and may include Union field representatives who are compensated by the Union. The combination of employee and Union representatives shall not exceed five (5) members. Such meetings shall be arranged and scheduled by mutual agreement. The Board shall identify and address joint employee/management labor relations development needs. In order to meet this objective, the Board shall implement joint education and training efforts which foster and enhance the relationships between employees and management and which improve employee/management understanding of the Collective Bargaining Agreement.

The Board shall convene under the following principles:

- A. The Board shall research the amount of funding necessary to meet the above objectives and present a budget recommendation to the Executive Vice President of Kaiser Foundation Health Plan and Executive Director of The Permanente Medical Group for approval. The recommended budget shall be submitted and reviewed by June 1, 1997, and shall include Institute budget needs for the remaining term of this Agreement.
- B. The Board shall have the authority to hire an Institute director or consultant. At the Board's direction, the director or consultant shall manage the funding, plan assessment and training activities, implement training, direct and oversee training efforts, identify appropriate external and internal resources, approve payment for training materials and resources utilized for the training efforts, and interview and hire consultants/trainers/speakers.
- C. This provision of the Collective Bargaining Agreement shall be considered a pilot approach to conducting joint employee/management labor relations training and shall extend to successor agreements only upon mutual agreement of the parties. Prior to the expiration of this Agreement, the Board shall assess the effectiveness of the Institute and prepare recommendations for consideration of the parties regarding the continued viability of the Institute.
- D. The employee representatives of the Board shall be compensated for time spent at Board meetings.
- E. Issues which are covered by the provisions of this Agreement, which are proper subjects of collective bargaining between the Employer and the Union, or which are the proper subject of the grievance procedure contained herein, shall not be discussed by this Board. Nothing in this Article shall be subject to the grievance and arbitration provisions of this Agreement, with

the exception of disputes related to the pay of employee committee members. Discussions or agreements made pursuant to this Article are non-precedent setting and may not be used in whole or in part in any dispute.

## APPENDIX K

## LETTER OF AGREEMENT

KAISER PERMANENTE MEDICAL CARE PROGRAM  
 NORTHERN CALIFORNIA REGION  
 (Excluding the Fresno Medical Center)  
 and  
 H.C.W.U., LOCAL 250

MEMBER FOCUSED CARE INITIATIVE

Health Care Workers Union, Local 250 and Kaiser Permanente agree to the following with regard to the implementation of the Member Focused Care Initiative in the Northern California Region (excluding the Fresno Medical Center). The provisions contained herein will apply at the time a medical center introduces the Member Focused Care Initiative.

It is agreed and understood that each medical center shall retain the right to implement a portion or all of the Member Focused Care Initiative or not implement the Initiative at all.

## 1. NOTICE OF IMPLEMENTATION:

When a Medical Center is prepared to implement the Member Focused Care Initiative, the following steps will be taken:

- A. The facility will provide the appropriate Union Field Representative (copy to the Union Kaiser Division Director) with thirty (30) days advance written notice of its intent to implement Member Focused Care.
- B. Within the thirty (30) day period described in A. above, a meeting at the facility will be held between the Union and facility management at a mutually agreed upon time and date. The purpose of such meeting will be for management to advise the Union of its implementation and posting plan and to provide the Union with appropriate supportive documentation such as a list of affected employees, current schedules, bargaining unit seniority of affected employees, etc.
- C. Joint union-management departmental meetings at the facility will be held at mutually agreeable times to introduce implementation plans to affected employees and to answer questions from affected employees.
- D. Prior to implementation of layoffs, the Employer will meet with the Union to discuss alternatives to layoffs that will minimize the impact on employees.
- E. Member Focused Care positions will be posted. Qualified employees will be awarded such positions based upon bargaining unit seniority. It is understood that employees can only bid on "like" hours positions (i.e., 24 to 24 hours, 32 to 32 hours, etc.). If "like" hours positions are not available, the Parties shall meet to discuss special situations.

- F. Daily staffing reductions in other nursing units will not affect the staffing assignments on the Member Focused Care units for a period of sixty (60) days post implementation, unless deemed necessary by operational requirements or permanent reduction in force.
- G. For the Service Partner classification, the duties of feeding patients and recording intake following meal completion shall not be implemented earlier than thirty (30) days after the initial implementation of Member Focused Care, unless mutually agreed by the parties to waive this provision.

2. SENIORITY:

Kaiser Permanente agrees to adhere to the seniority provisions as outlined in the Collective Bargaining Agreement between Local 250 and Kaiser Permanente Medical Care Program.

Hospital-wide (KFH) seniority will be recognized within the KFH Nursing Department for the Local 250 positions.

The Employer will provide the Union with copies of all job postings prior to the actual posting of new positions.

3. TRAINING:

Kaiser Permanente management recognizes the fact that transfer applicants may not possess all of the necessary or required job skills. Kaiser Permanente management, during the implementation stages, agrees to provide the necessary training to supplement some of the skills that transfer applicants would bring to the workplace. Necessary training will be at the Employer's expense.

Employees shall be given on-the-job training necessary to meet the minimum qualifications of the posted position. Such on-the-job training shall be determined by the Employer and reviewed with the Union.

With regard to layoffs resulting from employees' inability to satisfactorily demonstrate the skills required of the position at the conclusion of the training period or layoffs as a result of operational requirements to reduce in force, the parties agree to abide by the terms and conditions surrounding these issues that arise from the bargaining of the Collective Bargaining Agreement upon ratification.



4. WAGES:

Wage rates are set forth in the Master Collective Bargaining Agreement and are reflected in Appendix D for the Service Partner and Care Partner (unlicensed) classifications.

5. POSITION QUALIFICATIONS:

The parties did not reach agreement on position qualifications for internal transfer applicants. Disputes arising out of or in connection with job bid denials shall be subject to the Dispute Resolution Process developed for the implementation of Member Focused Care.

6. DISPUTE RESOLUTION PROCESS:

It is the intent of the parties to utilize a proactive approach to resolving issues before they become grievances.

The Human Resources Consultant and/or the Service Director or designee and the Chief Shop Steward and/or Field Representative shall meet to resolve any and all disputes that may arise including, but not limited to, those that relate to awarding of jobs (and denials thereof) and the satisfactory completion of training in connection with the implementation of Member Focused Care.

Should the parties be unable to mutually resolve any issue(s), the Kaiser Division Director or his/her designee for Local 250 and the Patient Care Leader or his/her designee shall resolve the issue expeditiously. If the parties are unable to reach agreement they may elect to utilize a mediator. If there is still no resolution an expedited arbitration process will be used. Any decision made by the arbitrator shall be non-precedent setting, but shall be binding on both parties. All costs shall be borne equally by both parties.

7. NON-PRECEDENT SETTING:

It is understood and agreed by all parties that this Agreement shall not constitute precedent for either party nor shall either party use any portion of this Agreement in any pending or future case of a similar or dissimilar nature.

This Letter of Agreement shall become effective on the date of its execution by both parties and shall remain in effect until modified or canceled by mutual agreement.

The provisions of the Letter of Agreement relate solely to Member Focused Care and shall not be used or relied upon by either party for any other purposes.



APPENDIX LAgreement for Flexible Work Arrangement

\_\_\_\_ (Position Title)

This Agreement, effective \_\_\_\_\_, modifies the Collective Bargaining Agreement between the KAISER FOUNDATION HOSPITALS, THE PERMANENTE MEDICAL GROUP, INC., AND KAISER FOUNDATION HEALTH PLAN (hereinafter referred to as the "Employer") and the SEIU Local 250 HOSPITAL AND HEALTH CARE WORKERS' UNION, (hereinafter referred to as the "Union"). The agreement has been initiated at the request of the affected employees to implement a flexible work arrangement for all Regular Full-Time \_\_\_\_\_ within the \_\_\_\_\_ Department.

Nothing herein shall obligate the Employer to establish a flexible work arrangement.

The Employer and the Union agree to adopt a flexible work arrangement, commencing on Sunday. Full-time employees subject to this agreement will receive overtime compensation of one and one-half (1½) times their regular rate of pay for any hours worked in excess of forty (40) in a work week and double time for all hours worked in excess of twelve (12) in a workday.

The parties acknowledge that at least two-thirds (2/3) of the affected employees have voluntarily agreed in writing to work four (4) ten (10) hour shifts. (Affected employees include all employees in a readily identifiable work unit, such as a division, a department, a job classification, a shift, a separate physical location, or a recognized subdivision of any such work unit.) Additionally, a secret ballot vote was conducted in accordance with current California Labor Code. (**NOTE:** Please refer to the most recent Wage Order when preparing the agreement document.) At the end of one (1) year, if one-third (1/3) of the affected employees petition for a vote to terminate this agreement, the Employer will conduct a secret ballot vote. Provided that at least two-thirds (2/3) of the affected employees vote in support of the agreement, this agreement may be extended.

Unless otherwise provided below, all other provisions of the Collective Bargaining Agreement shall remain in force.

- a. All full-time employees shall have the option to select a four-day, ten-hour-per-day schedule (hereinafter referred to as the "4x10 Schedule") or a five-day, eight-hour-per-day schedule (hereinafter referred to as the "5x8 Schedule"), subject to operational needs.
- b. The overtime provisions of Article VIII, Section 3, of the Agreement that refer to premium pay for work performed in excess of eight hours in any one workday are waived for all full-time employees working a 4 x 10 Schedule.

- c. The overtime provisions of the Industrial Welfare Commission Orders are waived for all full-time employees working a 4x10 Schedule. (**NOTE:** Please refer to the most recent IWC Wage Order for current citations when preparing the agreement document.)
- d. Accruals for sick leave, vacation, educational leave, etc., shall be based on full-time employees' scheduled hours per the agreement. Full-time employees covered by this agreement shall be allowed to utilize their vacation, sick leave, etc., in eight (8) hour increments (if on a 5 x 8 Schedule) or ten (10) hour increments (if on a 4 x 10 Schedule) up to their maximum allowable hours per the agreement.
- e. For holidays only, full-time employees covered by the agreement shall be allowed to utilize their maximum of eighty (80) hours of holiday benefits in ten (10) or eight (8) hour increments. Holidays shall be paid in accordance with the Collective Bargaining Agreement, except that, if a full-time employee covered by the agreement works on a holiday, he/she shall be paid at the rate of time and one-half (1½) and shall also be given a paid day off or an additional day's pay equal to the actual hours worked on such holiday, not to exceed ten (10) hours at straight-time pay. The Employer shall have the option to schedule three eight (8) hour shifts or two ten (10) and one four (4) hour shift, in order to meet operational needs and to avoid holiday staffing/overtime in excess of twenty-hour (24) hours.
- f. For purposes of Article IX, Shift Premium, the shift differential, if any, which applies at the start of the ten (10) hour shift, shall remain in affect for the complete shift.
- g. Employees will receive one (1) unpaid thirty (30) minute lunch period and two (2) rest periods per ten (10) hour shift. Such rest periods shall be taken in the middle of each five (5) hour segment.
- h. The Employer shall continue its policy of establishing scheduled days of work and days off, subject to operational needs. This agreement allows the affected department employees to work either a 4 x 10 Schedule or a 5 x 8 Schedule.
- i. Affected full-time department employees wishing to change from a 4 x 10 Schedule or a 5 x 8 scheduling must request such change in writing. No person will be allowed more than one change in each three (3) month period. Changes shall be subject to operational needs.
- j. Either party may terminate this agreement after thirty (30) days written notice is given to the other party.
- k. Upon termination of this agreement, the schedule in effect immediately preceding the implementation of this flexible work schedule shall be reinstated. Unless terminated in accordance with paragraph (j) above, this agreement shall remain in effect.

This agreement covers all Regular Full-Time ( classification title ) only in the ( department name ) Department and shall not constitute a precedent or practice for either party.

KAISER FOUNDATION HOSPITALS  
THE PERMANENTE MEDICAL GROUP, INC.,  
AND KAISER FOUNDATION HEALTH PLAN

BY:

\_\_\_\_\_  
Department Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Consultant

\_\_\_\_\_  
Date

SEIU Local 250, Hospital and Healthcare  
Workers' Union

\_\_\_\_\_  
SEIU Local 250 Representative

\_\_\_\_\_  
Date

December 5, 2000

INDEX

	<u>PARAGRAPH</u>	<u>PAGE</u>
Anniversary Raise (see: Tenure Increases)		
Arbitration	295-296	61
Areas - Definition of Areas I & II	Appendix A, Section 2	71
Bereavement Leave	207-209	42
Bilingual Assignments	Appendix G	188
Breaks (see: Rest Periods)		
Bulletin Boards	282	58
Business Agent (Field Representative)	278-281	58
Call-Ins	88	20-21
Casual Employees		
- Assignment of Casual Work	53	13
- Benefits, Eligibility For	98,103	23-24
- Definition of Casual Employees	98	23
- Differential In-Lieu of Benefits	102	23
- Float Differential	65-67	16
- Pay for Holidays Worked	152	32
- Probationary Period	285	59
- Reclassification to Short-Hour, Temporary or Regular Status	99	23
- Seniority		
- Definition	28	6
- Seniority Lists	29	6
- Tenure Steps	104	24
Checkoff	19	4
Child Care	273-274	57
Classification Review	118-123	26-27
Clerical Classifications	130-138	28-30
Confidentiality of Medical Records	310	63
Conscientious Objection	275-277	57
Demotion Between Areas I & II	Appendix A, Section 4	72
Dental Plan (see "Insurance Benefits")	242-245	50
Differential In Lieu of Benefits		
- Short-Hour, Temporary, Casual Employees	102	23
Discipline		
- Cause for Discipline	303,309	62-63
- Letters of Warning	305-307	63
- Patient and Physician Complaints	304	63
- Performance Evaluations	305-306	63
- Performance/Production Standards	309	63

	<u>PARAGRAPH</u>	<u>PAGE</u>
- Probationary Employees	285	58
- Representation at Disciplinary Meetings	280	58
- Use of Materials from Personnel Files	281	58
Discrimination	26-27	6
Distribution of "Standby" Time, Overtime, Additional Hours	73-75	18
Dues	19	4
Duration of Agreement	319	66
 Educational Leave		
- Administration	214-216	43-44
- Eligible Employees	210	42-43
- Eligible Programs	211-213	43
- Hours Paid	217-219	44-45
- Night Shift Employees	219	45
- Reports	214	43
- Requests for Leave	215	44
Employer Indemnification	20	5
Excerpt LVN Letter, July 20, 1972	Appendix H	189
 Facility Safety Committee	25	6
Float Differential	65-71	16-17
Funeral Leave (See: Bereavement Leave)	207-209	42
 Grievances		
- Definition of Grievance	286	59
- Employer Grievances	300	61
- Grievance Procedure		
- Arbitration	295-296	61
- Minutes of Grievance Meetings	301	61
- Modification of Procedure	302	62
- Precedent-Setting Settlements	299	61
- Steps 1-4	288-296	59-61
- Time Limits for Initial Filing	288-289	59
- Waiver of Time Limits	298	61
 Health and Safety	23,25	5,6
Health Plan (see Insurance Benefits)		
Higher Classification, Relief In	127-138	28-30
Hiring	17	4
Holidays		
- Birthday Holiday	144-145	30-31
- Compensatory Time Off	153	33
- Floating Holiday	146	31



	<u>PARAGRAPH</u>	<u>PAGE</u>
- Holiday During Sick Leave	191	39
- Holiday During Vacation Period	170	35
- Holiday Observance	139-143	30
- Holiday Pay	147-150, 159-161	31-32, 34
- Holiday Scheduling	155-158	33
- Overtime Credit for Holidays Not Worked	154	33
- Paid Holidays	139	30
- Regular Full-time Employees	147-150	31-32
- Regular Part-time Employees	151	32
- Short-Hour, Temporary, and Casual Employees	152	32
- Sunday, Holidays Falling On	159	34
- Thanksgiving, Christmas, New Year's Day	140-143	30
Hours of Employment (see; Scheduling)		
In-Service Education	220-222	45
Insurance Benefits		
- Accidental Death & Dismemberment Coverage	240-241	49
- Dental Benefits		
- Claims Disputes	243	50
- Coordination of Benefits	245	50
- Effective Date of Coverage	241	49
- Orthodontia Coverage	244	50
- Health Plan Benefits		
- Description of Coverage	231	47
- Eligible Dependents	232	47
- Effective Date of Coverage	234	47
- Change in Plans	235	47-48
- Retiree Coverage	237-239	48-49
- Short-Hour Employees	246	50-51
- Leave of Absence, Coverage During	200	40
- Leave of Absence Coverage During Industrial Disability	201	41
- Life Insurance	240-241	49
- Optical Coverage	231	47
- Prescription Drug Coverage	231	47
- Psychiatric Coverage	231	47
- Summary Plan Description	247	51
Job Descriptions	116-117	26
Job Vacancies		
- Notification of Union	17	4
- Posting	51-52	13
- Seniority	45	12
Joint Conference on Service Issues	311	63-64

	<u>PARAGRAPH</u>	<u>PAGE</u>
Joint Training Institute on Union/Management Relations	Appendix J	193-194
Jury Duty Pay	226-229	46
Labor-Management Common Interest Forum	311-315	65
Layoff and Recall (Article VI - Seniority)		
- Mechanization	37-44	10-12
- Notice of Layoff	36	10
- Seniority	32-35	7-10
Leaves of Absence		
- Benefit Accrual During Leave (Non-Industrial)	197	40
- Industrial	200	41
- Other Leaves	195	40
- Emergency Situations	195-196	40
- Industrial Disability Leave	200-201	41
- Non-Industrial Disability Leave	197	40
- Maternity Leave	197	40
- Modified Work Plans	205	42
- Insurance Benefits During Leave	199	40
- Industrial	200	41
- Other Leaves	195-196	40
- Return From leave	202-204	41-42
- Seniority Accrual	28,201	7, 41
- Written Confirmation	198	40
Licensed Vocational Nurses	Appendix H	189
Life Insurance (see: Insurance Benefits)	239-240	49
List of Classifications	Appendix B	80-83
Maintenance, Service, and Technical Classifications	124-128	27-28
Meals		
- Dietary Employees	179-180	37
- Meal Periods	179-180	37
Mechanization (see: Layoff)	37-44	10-11
Medical Insurance (see: Insurance Benefits)	231-239	47-49
Meetings, Mandatory	91	22
Member Focused Care Initiative	Appendix K	195-197
Mileage	181	38
New Employees, Notification of	18	4
On-Call (see: Casual Employees)	98-101	23
Overtime - Computation	81-92	19-22
- Credit Towards Overtime Computation	91	22
- "Allowed Time"	91	22

<u>PARAGRAPH</u>	<u>PAGE</u>
------------------	-------------

- Jury Duty Pay	230	47
- Paid Holidays	154	33
- Standby Pay	87-88	20-21
- Sick Leave	185	37-38
- Vacation	172	36
- Non-Duplication of Overtime	92	22
- Notice of Overtime Requirements	56	14
- Overtime Rates	84-86	20
- Payroll Day	83	19
- Payroll Week	82	19
- Rest Period Between Shifts	58	14
- Seventh Consecutive Day	61,86	15,20
- Sixth Day	85	20
Pay Day	108-109	25
Paycheck Deposit	110	25
Pension	254-267	53-56
Performance Evaluations	305	63
Personnel Files	281	58
Physical, Examinations, Annual	251	52
Position Specifications	Appendix C	84-107
Posting		
- Job Vacancies	51-52	13
- Work Schedules	56-57	14
Premium Employees	106-107	25
Prescriptions - Drug Coverage (see: Insurance)	231	47
Probationary Employees	283	59
Promotion - Between Areas I & II	Appendix A, Section 4.B	72
Promotions	47-48	12
- Pay	127,132,136	28,29,30
- Permanent and Temporary Transfers	129-138	29,30
- Seniority		
- Application	30,31,45	7,12
- Clerical Classifications	130-138	29-30
- Maintenance, Service & Technical Class.	124-129	28-29
- Written Transfer Requests	48	12
Purpose of Agreement	1	1
Recall From Layoff	34	9
Recognition	14	3
Reduction in Force (see: Layoff-Recall)	32-35	7-9

	<u>PARAGRAPH</u>	<u>PAGE</u>
Regular Employees		
- Definition	97	23
- Benefit Accrual	97,103	23,24

Relief in a Non-Bargaining Unit		
- Managerial Position	107	25
Reporting Pay	89	21
Resource Network California	Appendix L	???
Rest Periods		
- Between Shifts	58	14
- During Shifts	80	19
Retraining Committee	Appendix F	187
Room and Personal Laundry	176	37
Safety	23,25	5,6
Safety Committee	25	6
Safety Equipment	178	37
Savings Clause	318	67
Scheduling		
- Alternative Schedules	57-64	14-16
- Change in Posted Schedules	56-57	14
- Change in Shift Assignment or Days Off	57	14
- Holiday Compensatory Time Off	152	33
- Normal Workweek	55	14
- Notice of Schedule Changes	89,90	21,22
- Posting of Schedules	56-57	14
- Rest Period Between Shifts	58	14
- Split Shift	76-79	19
- Standby Compensatory Time Off	87-88	20-21
- Weekends Off	59-64	15-16
- Starting and Quitting Times	56	14
Scope of Agreement	2-9	1-2
Seniority		
- Accumulation		
- Bargaining Unit Seniority	28	6
- Layoff and Recall, Seniority for	32	8
- Leave of Absence, Accumulation During	28,202	6,42
- Regular and Eligible Short-Hour Employees	30-31	7
- Seniority Lists	29	7
- Application		
- Additional Hours Distribution	74	18
- Assignment of Casual Work	53	13
- Bidding on Job Vacancies	45-52	12-13
- Day Off Changes	57	14

	<u>PARAGRAPH</u>	<u>PAGE</u>
- Holiday Compensatory Time Off	152	33
- Holiday Scheduling	155-158	33-34
- Layoff	32	7-8
- Leave of Absence, Upon Expiration of	202	42
- Leave of Absence, Upon Return From	203-205	42

- Overtime Distribution	74	18
- Promotion	45	12
- Recall From Layoff	32	7-8
- Reduction in Force	32	7-8
- Scheduling		
- Changes in Days Off	57	14
- Changes in Shift Assignment	57	14
- Emergency Changes in Work Schedules	56	14
- Holidays	155, 156, 158	33-34
- Vacations	168-171	35-36
- Standby Distribution	73	18
- Transfer	45-50	12
Service Performance Pay Program	Appendix I	190-192
Shift Assignment	57	14
Shift Premium	93-96, Appendix E	22-23, 185
Short-Hour Employees		
- Benefits, Eligibility	113, 246	23, 51
- Definition	98	23
- Differential in Lieu of Benefits	102	24
- Eligible Short-Hour Employees	31	7
- Health Benefits	246	51
- Pay for Holidays Worked	152	33
- Probationary Period	283	59
- Seniority		
- Accumulation	28	6
- Seniority Lists	29	7
- Tenure Steps	104	24
Sick Leave		
- Accumulation	182-184	38
- Applicability		
- Illness	186	39
- Medical and Dental Appointments	189	39
- Psychological Treatment	190	39
- Accrual Requests	195	40
- Holiday During Sick Leave	191	39
- Pay	185	38
- Return From Sick Leave	194	40
- State Disability, Integration With	192-193	39-40
- Vacation, Illness or Injury During	187-188	39
	<u>PARAGRAPH</u>	<u>PAGE</u>
- Worker's Compensation, Integration With	193	39
Split Shifts	76-79	19
Standby		
- Compensatory Time Off	87	20
- Distribution	73	18
- Holiday Standby Duty	87	20
- Pay	87-88	20



State Disability Insurance	192-193	39
Stewards		
- Disciplinary Meetings	280	58
- Grievance Procedure	288-296	60-62
- Performance Evaluations	305	63
- Recognition	279	58
- Warning Letters	306	63
Strike	283	59
Subcontracting	10-13	2-3
Supervisory Employees	7-8	2
Tax Savings Retirement Plan (TSA/401K)	272	57
Temporary Employees		
- Benefits, Eligibility For	98,103	23,24
- Definition	98	23
- Differential In-Lieu of Benefits	102	24
- Float Differential	67	16
- Pay for Holidays Worked	152	33
- Probationary Period	283	59
- Seniority		
- Accumulation	28	6
- Seniority Lists	29	7
- Tenure Steps	104	24
Tenure Increases (Steps/Anniversary Raise)		
- Effective Date	111-115	25-26
- Short-Hour, Casual, Temporary Employees	104	24
Therapeutic Abortions (Conscientious Objection)	275-277	57-58
Training Committee	223-226	46
Transfers		
- Permanent and Temporary Transfers	128,129,132-136	28-30
- Seniority		
- Application	30	7
- Tenure Step		
- Clerical Classifications	133-135	29-30
- Maintenance, Service & Technical Classifications	128-129	28-29
- Written Transfer Requests	51	13

	<u>PARAGRAPH</u>	<u>PAGE</u>
Transfers Between Areas I & II	Appendix A, Sections 4-5	72-73
Unemployment Compensation	252-253	53
Uniforms - Laundry	177	37
Union and Management Responsibility	22-24	5
Union Business	278-282	58
Union Membership	15-16	3-4
Vacations		
- Accrual	162-165	34-35

- Call Back During Vacation	172	36
- Carry Over	168	35
- Holiday During Vacation	170	36
- Illness or Injury During Vacation	187-188	39
- Pay	167	35
- Radiation Leave	173	36
- Scheduling	168-171	35-36
- Termination, Pro Rata Vacation Upon	174-175	36
Volunteers	21	5
Wage Administrative Practices	Appendix A	71
- Geographic Area Definitions (Areas I & II)	Section 2	71
- Promotions, Demotions and Transfers	Sections 4,5	72,73
- Structure A (All Employees Hired On or Before 10/25/86)	Section 1-A	71
- Structure B-1 (Area I Employees Hired After 10/25/86)	Section 1-B	71
- Structure B-2 (Area II Employees Hired After 10/25/86)	Section 1-C	71
Wage Rates		
- Structure A/B-1 / 2000-2004	Appendix D	108-135
- Structure B-2 / 2000-2004	Appendix D	136-159
Wage Review & Equity Adjustments	312	65
Wages - General		
- No Reduction in Wage Rates	106	25
- Premium Employees	106-107	25
- Tenure Steps	104,111-115	24,25-26
- Wage Equality	27	6
Warning Letters	305-307	63
Weekend Off Guarantee	60-64	15-16
Work In A Higher Classification	127,132	28,29
Work In A Non-Bargaining Unit Position	107	25
Working Conditions	25	6
Workload Distribution	72	18
Work Stoppages	283-284	59
Workers' Compensation - Integrate With Sick Leave	193	39

**PROOF OF SERVICE**

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Seyfarth Shaw LLP, 560 Mission Street, Suite 3100, San Francisco, California 94105. On August 24, 2007, I served the within document(s):

**DEFENDANTS' NOTICE OF REMOVAL OF CIVIL ACTION TO UNITED STATES DISTRICT COURT**

☐ I sent such document from facsimile machine (415) 397-8549 on August 24, 2007. I certify that said transmission was completed and that all pages were received and that a report was generated by facsimile machine (415) 397-8549 which confirms said transmission and receipt. I, thereafter, mailed a copy to the interested party(ies) in this action by placing a true copy thereof enclosed in sealed envelope(s) addressed to the parties listed below.

☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth below.

☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

☐ by placing the document(s) listed above, together with an unsigned copy of this declaration, in a sealed Federal Express envelope with postage paid on account and deposited with Federal Express at San Francisco, California, addressed as set forth below.

☐ by transmitting the document(s) listed above, electronically, via the e-mail addresses set forth below.

Charles J. Katz  
Law Offices of Charles J. Katz  
475 El Camino Real, Suite 300  
Millbrae, CA 94030

Elladene Lee Katz  
Law Offices of Elladene Lee Katz  
327 North San Mateo Drive, Suite 9  
P.O. Box 517  
San Mateo, CA 9440

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than on day after the date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court whose direction the service was made. Executed on August 24, 2007, at San Francisco, California.

\_\_\_\_\_  
JESSICA E. LIBBEY